

GASOLINE, DIESEL & BIODIESEL FUELS BID

For the Contract Period 9/5/2018 through 9/4/2019

The Greater Portland Council of Governments, GPCOG, acting on behalf of various municipalities, school departments, nonprofit agencies, and other entities located in Southern Maine as approved by GPCOG, is seeking bid proposals from qualified suppliers to provide the sale and delivery of unleaded, diesel, and biodiesel fuels.

This bid proposal package consists of the following sections:

- Notice of Intent to Bid (p. 2)
- Bid Specifications (pp. 4 – 8)
- Assurances (pp. 10 – 11)
- Reporting Contact (p. 12)
- Participating Municipalities (p. 13)
- Bid Forms (attachment)
- Estimated Needs of Participants (attachment)
- General Terms and Conditions (attachment)

An “Intent to Bid” form is included with this bid package. Please return this form **immediately upon receipt** to indicate whether or not your firm will be bidding.

All bids shall be submitted on the Proposal Forms included with this bid document. Bids can be submitted in the following ways:

Bids can be mailed or hand delivered in a sealed envelope marked “**GASOLINE, DIESEL & BIODIESEL FUELS BID**” to the GPCOG office.

Bids can also be emailed to jduncan@gpcog.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

GPCOG
Attn: Cooperative Purchasing
970 Baxter Blvd.
Portland, ME 04103

Bids will be opened at 9:00 AM on Wednesday, September 5, 2018 – and awarded and sent to our participating members by noon that day.

2018 GPOG NOTICE OF INTENT TO BID ON GASOLINE, DIESEL & BIODIESEL FUELS

Firm: _____ WILL WILL NOT

submit a bid to furnish the above referenced product or service.

This request for information is being sent to you and to other service or product providers to assist us in determining who will be submitting a bid.

Whether or not you choose to submit a bid at this time, please return this form if you wish to be retained on our list of bidders.

We are not submitting a bid this year, but please keep us on your list of bidders.

You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list).

Contact Name: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Please return this form immediately upon receipt (by mail or email) to:

John Duncan
GPCOG Cooperative Purchasing
970 Baxter Blvd., Portland, ME 04103
Email: jduncan@gpcog.org

ATTENTION BIDDERS:

**PLEASE READ ALL SPECIFICATIONS AND
REQUIREMENTS OF THIS BID CAREFULLY AS
CHANGES, ADDITIONS OR DELETIONS TO THIS BID
MAY HAVE BEEN MADE.**

**GPCOG ASSUMES NO RESPONSIBILITY FOR BIDDERS'
MISUNDERSTANDING OF THE REQUIREMENTS OF
THIS BID.**

2018 GASOLINE, DIESEL & BIODIESEL FUELS BID SPECIFICATIONS

This bid is for the sale and delivery of Gasoline, Diesel & Biodiesel Fuels to the municipalities listed herein.

The contract period will be 9/5/2018 through 9/4/2019.

1. SCOPE OF SERVICE

The summaries of each town's estimated needs are attached to this Bid Invitation, and regionalized as Service Areas. Please note that this year's bid contains three delivery Service Areas. A vendor may bid on one or more of the Service Areas but is not required to bid on all.

Additional Towns that have not submitted estimated needs/intended purchases forms but wish to participate in this bid from Cumberland County will be included in the Service Area that makes the most sense geographically. Towns from outside Cumberland County that have not submitted estimated needs/intended purchases forms wishing to participate in the bid will be included in the Service Area that make the most sense geographically.

2. DESCRIPTION OF PRODUCTS

All products bid shall exhibit good filterability and shall be essentially free of all foreign contaminants including, but not limited to soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds. In addition:

A. Regular unleaded gasoline shall be seasonally and geographically adjusted to meet the most current ASTM Standards for unleaded gasoline (or D-439 at a minimum).

B. Premium unleaded gasoline shall be seasonally and geographically adjusted to meet the most current ASTM Standards for premium unleaded gasoline and shall have a minimum octane of 92.

C. Refined diesel fuel shall meet the most current EPA standards and requirements for sulfur content and be seasonally and geographically adjusted to meet the most current ASTM standards. Minimum cetane number for the product shall be 45. Vendors shall provide a refined diesel fuel product having a minimum cloud point and pour point

sufficient for proper engine operation during normal temperature conditions in the region during the contract period. Vendors shall make every effort to provide diesel fuel product that meets the minimum cloud point of -5° F for the months of December, January and February.

If required by the participants, an analysis of the product bid shall be provided. The analysis shall be that of the laboratory of the refiner and shall be a definite certified analysis currently made and not approximate or typical.

D. Biodiesel The bid category for biodiesel includes B-100 (99.9%) ONLY as B-100 biodiesel can be blended with any amount of ULSD to reach any level of biodiesel usage such as B20, B10, B5 etc. Biodiesel will be bid separately and delivered to each participant's location through arrangements made with the chosen supplier. We encourage the biodiesel supplier to work with participants to agree upon a delivery schedule that takes into account cold weather impacts to the fuel. GPCOG may reserve the right to acquire a biodiesel fuel sample to ensure a high quality product.

Biodiesel must meet the minimum ASTM specification D6751. Suppliers should demonstrate that the biodiesel MUST meet No.1-B. No.1-B is critical to ensure that the biodiesel will retain operability during the winter months. See item 1.1.1 at <http://www.astm.org/Standards/D6751.htm> for more information about 1-B.

3. PRODUCT QUALITY

During the contract period, any deliveries that do not conform to the specifications may be required to be replaced. The participants shall consider frequent repetition of inferior quality just cause for cancellation of the contract. If it is determined that any vehicle malfunctions as a direct result of fuel that does not conform to any of the above specifications, the vendor will be required to pay all costs of repairs including legal fees necessary to enforce this requirement.

4. ESTIMATED QUANTITIES

Although efforts have been made to obtain accurate estimates of volumes to be purchased through this bid, bidders are to understand that the quantities of gasoline and diesel in this request for bids are **annual usage estimates** only. Successful bidder(s) shall supply the actual quantities ordered for delivery during the term of this contract, whether more or less than the estimated amounts.

5. DELIVERIES

The vendor shall make deliveries in either of the following manners:

- 1)** In metered tank trucks to the storage tanks of the participants, as listed in the bid specifications and to locations as may be designated by the participants, in quantities as

required during the contract period. A pre-numbered and dated metered ticket showing the number of gallons delivered shall accompany each delivery. Vendors shall include in its proposal the requested information regarding availability of equipment to comply with this requirement.

2) Vendor shall verify by dipstick before and after drop with sign off by the Participant's attendant at drop location. Participants prefer metered truck delivery.

Bidders are required to supply products contracted for promptly. In any event, deliveries shall be made only during usual business hours of the participant and **within 48 hours** of the time the participant places the order. It is understood that deliveries shall be based on any present and future government regulations and restrictions as to quality and quantities and the participants are to be promptly notified of any such changes or restrictions.

3) Automatic Delivery: Participants who have arranged with Contractor for automatic deliveries will be kept supplied at all times and will not be allowed to run out of product. **In the event that Contractor allows any Participant who is on an automatic fill basis to run out of product, Contractor shall automatically provide a \$100 credit for that fill, plus all costs for any furnace service necessary due to failure of Contractor to supply product.** It will be the Contractor's responsibility to determine usage patterns that will affect automatic deliveries.

6. PRICES

Prices quoted shall not include State of Maine or federal tax, nor shall any such tax be charged or billed to any participants for deliveries in the bid.

Participants in this bid may request either a fixed add-on price per gallon or a fixed price per gallon for the contract period – or both.

Vendors offering a fixed price will use the rack price as of August 31, 2018 plus a **fixed add-on** for the contract period. The base price shall be the price at which Contractor could purchase product from their supplier on August 31, 2018 to establish a uniform basis of pricing for all bidders. The add-on will be the amount that the contractor will add (or discount, if applicable) from the rack price during the term of this bid award. This pricing option must be extended to all service areas for which a fixed price is offered.

Prices shall be based upon the commercial RACK price for gasoline and for diesel fuel of the bidder's supplier for the Portland harbor at the time the order is placed by the customer. The base price for gasoline and diesel fuel is not to exceed the OPIS Average for Portland, ME. Indicate the Rack Reference on the Bid Form.

Bids on diesel fuel and all pricing thereafter shall not exceed the OPIS average of the posted tank car prices in Portland Harbor for #2 diesel fuel.

7. CONTRACT TERM PRICING

THE GPCOG SUBSCRIBES TO OPIS DAILY PRICING CUSTOMIZED REPORTS. PLEASE NOTE THAT IN THE EVENT OF A DISCREPANCY IN PRICING, THE GPCOG / OPIS REPORTED PRICING WILL PREVAIL. AT NO TIME DURING THE TERM OF THE CONTRACT WILL THE BASE PRICE OF THE PRODUCT BE PERMITTED TO EXCEED THE OIL PRICE INFORMATION SERVICE (OPIS) WEEKLY RACK AVERAGE FOR PORTLAND, MAINE.

ALL ADD-ONS/DISCOUNTS QUOTED SHALL BE FIRM FOR THE TERM OF THE CONTRACT.

8. PROPOSALS AND EXCEPTIONS

No bids may be withdrawn after the date of bid opening. In submitting bids, companies shall take into account all discounts, both trade and time, allowed.

Any exceptions to any items bid must be noted by separate attachment. Please note that exceptions will be considered in making bid awards.

9. INVOICES AND PAYMENTS

Invoices shall reference the date of delivery, the metered ticket number and/or dip stick verification. Participants shall issue purchase orders and pay invoices within thirty (30) days. Payment shall be based on metered gallons only and/or verifiable dip stick measurements.

10. REPORTING REQUIREMENTS

Bidders must be able and willing to provide GPCOG reports, upon request, detailed information on all purchases and delivery through this bid.

11. BID SUBMISSION

Bidders must use the forms contained in this request for bids. Bids, quotations, amendments or withdrawals of bids or quotes will not be accepted after the bid opening date and time. Bids or quotes may be withdrawn by written or telegraphic notice if received prior to the bid opening date and time.

12. TERMS AND CONDITIONS

Any terms or conditions to a bid must be so noted to be accepted.

13. VENDOR RESPONSIBILITIES

Vendor will be responsible for all costs of removal, replacement, and mechanical remediation of product and machinery damaged by inferior product delivered to member tanks. In addition, vendor will be responsible for all costs associated with the service work needed if the work is the result of vendor neglect. Such financial remediation shall be due and payable upon presentation of a written, itemized damage summary.

14. CONTRACT TERMINATION

The Participants reserve the right to cancel for cause any unfilled portion of their contract if the vendor fails to provide services or product in accordance with these specifications and requirements or at the contracted price. The Participants further reserve the right, at their own option, to terminate the contract without any liability or waiver of any rights or recourse against the vendor.

15. INSPECTION

The participants reserve the right to inspect and audit the vendor's books and records relating to this contract and shall have the right to determine the correctness and propriety of the costs and charges billed by the seller. If any such inspection or audit discloses any mispricing, errors in the use of rate, or in the improper application of rates specified in this contract resulting in the overpayment by buyer, the amount thereof shall be refunded to the buyer promptly upon demand, or buyer may at its option withhold such overpayment from any amounts otherwise due from buyer to seller.

**PLEASE RETURN ONLY THE
FOLLOWING PAGES:**

- 1. ASSURANCES (2 pages)**
- 2. REPORTING CONTACT FORM**
- 3. BID FORMS (3 pages)**

GASOLINE, DIESEL & BIODIESEL FUELS BID
For the Contract Period 9/5/2018 through 9/4/2019

ASSURANCES

The undersigned agrees to:

1. Furnish the participants in this bid with products and services in accordance with the bid requirements and specifications contained herein and in quantities required by them and at prices bid from September 5, 2018 through September 4, 2019, and
2. To comply with the reporting requirements contained in this bid.

All prices quoted in the Proposal Form shall be firm for the term of the contract except as otherwise may be provided in the bid requirements.

Date: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

DELIVERY: We are able to and will deliver products within 24 hours of order (excluding weekends): **YES**_____ **NO** _____

CONTACT INFO: Names and/or telephone numbers that customers should contact for questions or information requests about:

Fuel orders: _____

Delivery: _____

Billing: _____

BID TERMS AND CONDITIONS: _____

PRICING:

For **base plus add-on pricing**, the base price is the price at which the bidder can purchase each product from the supplier or the OPIS average at Portland Harbor, whichever is lower. The base price cannot exceed the OPIS average at Portland Harbor at any time during the length of this contract. Determination of bid awards is based on add-on. The rack reference for each item must be indicated.

For **fixed pricing**, you may offer participants a date through which they may have the fixed price option. If selected within that offered timeframe, that price shall be firm through September 4, 2019.

Printed Name and Title: _____

Signature: _____

(Owner or authorized representative of owner)

GASOLINE, DIESEL & BIODIESEL FUELS BID
For the Contract Period 9/5/2018 through 9/4/2019

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by GPCOG. The Contractor must provide to GPCOG the actual amount of work performed in each municipality upon request.

Please provide contact information for the person who shall provide the requested reports:

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

2018 GASOLINE, DIESEL & BIODIESEL FUELS BID

Participating Municipalities

(Other Municipalities may join in the bid once it has been awarded.)

Service Area 1:

Town of Bridgton
Maine School Administrative District 61

Service Area 2:

Town of Standish
Town of Gorham

Service Area 3:

Town of Durham
Maine School Administrative District 15
Town of North Yarmouth
Town of Pownal
Town of New Gloucester
Town of Chebeague Island

Please note that this year's bid contains three delivery Service Areas. A vendor may bid on one or more of the Service Areas but is not required to bid on all.

2018 GPCOG TRANSPORTATION FUELS BID - ESTIMATED NEEDS BY SERVICE AREA

SERVICE AREA 1

Bridgton

STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR					
		Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
31 Willett Road, Bridgton	4,000	16,000					
31 Willett Road, Bridgton	4,000					27,000	
<i>Fixed price per gallon? YES</i>							

Maine School Administrative District 61

STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR					
		Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
Lake Region Bus Garage 1879 Roosevelt Trail, Naples ME 04055	3,000			22000			
Lake Region Bus Garage 1879 Roosevelt Trail, Naples ME 04055	8,000					45,000	
<i>Fixed price per gallon? YES</i>							

TOTALS - SERVICE AREA 1		16,000		22,000		72,000	
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2018 GPCOG TRANSPORTATION FUELS BID - ESTIMATED NEEDS BY SERVICE AREA
SERVICE AREA 2

TOWN OF STANDISH							
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR					
		Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
175 Northeast Rd	1,000					6,000	
175 Northeast Rd	500	19,000					
150 Moody Rd	2,000					19,000	
<i>Fixed price per gallon? NO</i>							

TOWN OF GORHAM							
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR					
		Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
Public Works Drive	10,000	55,000					
Public Works Drive	10,000					100,000*	

Gorham wants a bid for both fixed price per gallon and rack rate plus fixed fee.

** Gorham wants the winter blend to start in November.*

TOTALS - SERVICE AREA 2		74,000				125,000	-
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2018 GPCOG TRANSPORTATION FUELS BID - ESTIMATED NEEDS BY SERVICE AREA
SERVICE AREA 3

TOWN OF DURHAM							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
1099 Royalsborough Road, Durham	500	3,200					
1099 Royalsborough Road, Durham	1,000					13,500	
Fixed price per gallon? YES							

Maine School Administrative District 15							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
20 Libby Hill Rd, Gray. ME 04039	6,000					50,000	
20 Libby Hill Rd, Gray. ME 04039	3,600	15,000					
Fixed price per gallon? YES							

TOWN OF NORTH YARMOUTH							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
40 Parsonage Rd, North Yarmouth, ME 04097	1,000					9000	
40 Parsonage Rd, North Yarmouth, ME 04097	500	5500					
Fixed price per gallon? YES							

TOWN OF POWNAL							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
429 Hallowell Rd Pownal, Maine 04069	1,000					4,000	
Fixed price per gallon? YES							

TOWN OF NEW GLOUCESTER							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
(DIESEL) 1036 LEWISTON ROAD	3,500					19,000	
(GAS) 1036 LEWISTON ROAD	500	2,000					
(DIESEL) 264 BALD HILL ROAD	275					2,000	
(DIESEL) 611 LEWISTON ROAD	250					1,500	
(GAS) 611 LEWISTON ROAD	300	3,000					
(DIESEL) *** 611a LEWISTON ROAD	3,500						
(GAS) *** 611a LEWISTON ROAD	500						

*** NEW GLOUCESTER IS BUILDING A NEW PUBLIC WORKS FACILITY - TO BE LOCATED AT 611A LEWISTON ROAD (BEHIND THE FIRE STATION). AT THIS TIME, WE ARE NOT SURE WHEN THIS BUILDING WILL BE COMPLETE AND A MOVE IN DATE.

Fixed price per gallon? YES

TOWN OF CHEBEAGUE ISLAND							
	FUEL TYPE/GALLONS ESTIMATED FOR THE NEXT YEAR						
STORAGE TANK LOCATION ADDRESS	TANK CAPACITY (GALS.)	Regular Unleaded	Midgrade Unleaded	Super Unleaded	Off-Road Diesel	Ultra Low Sulfur Diesel	Biodiesel (B-99.9)
49 Littlefield Road on Chebeague Island	4,000					3,000	
Fixed price per gallon? NO							

TOTALS - SERVICE AREA 3		28,700	0	0	0	102,000	0
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