

**Town of Voluntown**  
**Request for Proposals**  
**Fuel for Fiscal Year 2021-2022**  
**Proposal Specifications**

**General Information**

The Board of Selectmen and the Board of Education of the Town of Voluntown will be accepting bids for the purchase of diesel for the period July 1, 2021 to June 30, 2022.

Specifications

This agreement dated \_\_\_\_\_ by and between \_\_\_\_\_ (seller) and the Town of Voluntown (buyer) is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Projects(s), under the Payment Terms, during the Delivery Period of July 1, 2021 to June 30, 2022 for Delivery Location(s) with their respective individual allocations specified below:

Location	Address	Product	Price	Allocation (Gallons)
Diesel Fuel Tank	115 Main Street Voluntown, CT	Diesel Fuel		15,000

**Payment Terms:**

1. Taxes: All prices are exclusive of taxes. Currently, the following taxes are applicable to purchases by municipalities.
  - a. **LUST** tax (Leaking Underground Storage Tank) at **\$0.0010** cents per gallon and the **SPILL RECOVERY FEE OF \$0.002142** for Diesel Fuel.  
 Any tax, or governmental charge or increase thereof now due to hereafter imposed and assessed to \_\_\_\_\_ (seller) thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at \_\_\_\_\_ (Seller) option, be added to the purchase price. The Town of Voluntown shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of a contract.
  
2. \_\_\_\_\_ (Seller) reserve the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of \_\_\_\_\_ (seller). Deliveries will only resume one the problem is resolved and the tank is again deemed safe for delivery.

3. Payment: Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from the Town in accordance with the Terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town of Voluntown hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.
4. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, \_\_\_\_\_(Seller) reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.
5. Delivery: Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of July 1, 2021 through June 30, 2022. Buyer will be granted a **+0% variance** in allocation overage for the delivery period specified and a **-2%** for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
  - a. All overage will be billed at a differential price of **.0864** per gallon plus the New Haven average quotation for Reseller Rack Prices as published daily in OPIS for the date of delivery.
  - b. Extend the fixed price contract at the same terms and conditions.
  - c. Renegotiate a fixed price based on the current market conditions.

If gallons actually purchased are less than **98%** of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:

- a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
  - b. Terminate the contract.
  - c. Buyer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
  - d. If the buyer fails to consume the un-lifted volume, the Town of Voluntown will pay \_\_\_\_\_(Seller) reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lift-ed volume and the lowest OPIS posting for the month(s) with un-lifted volumes. \_\_\_\_\_(Seller) shall not be entitled to any amounts from Buyer if the lowest OPIS positing is greater than the fixed price contract rate per gallon.
7. Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof then such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods,

storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.

8. The Town of Voluntown is required to give \_\_\_\_\_ (Seller) notice of changes to tank sizes, and/or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.
9. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of a contract.
10. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.
11. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of the contract.

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Signature and Title--Seller

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Signature and Title- Buyer