DIME OIL COMPANY LLC
Let us serve you

93 Industry Lane, Waterbury, CT 06704 ♦ p: 203-754-5334 ♦ f: 203-754-0790 ♦ tracy@dimeoil.com

Capitol Region Purchasing Council
241 Main St, 4th Floor
Hartford, CT 06106

Gasoline Bid 754

Prices on the NYMEX are extremely volatile. Time period between this bid and acceptance of bid prices may alter the fixed prices in-accordance with the specifications of the CRPC bid. Price will remain firm for allocated contract gallons once a letter of acceptance and a signed contract is received. The NYMEX electronic futures strip to be used as the basis for a final escalation/de-escalation adjustment will be selected and authorized by the awarding entity (town/board of education) and may be based on opening, intra-day or closing postings. If choosing the opening posting Dime Oil must be notified the prior day between the hours of 9am and 2pm. When choosing the closing or the intra-day posting each entity must notify Dime Oil between the hours of 9am and 2pm of that same day.

All prices exclude applicable taxes as per the bid instructions. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (**N**ational **O**ilheat **R**esearch **A**lliance) Assessment of $0.0020 cents per gallon applies to purchases of fuel oil used for heating. The Oil Spill Recovery Fee of $0.0021 applies to #2 heating and Diesel Fuel. The LUST tax (**L**eaking **U**nderground **S**torage **T**ank) at $0.0010 cents per gallon applies to #2 Heating Oil, Diesel Fuel and Gasoline. The Superfund tax of $0.00405 per gallon applies to heating oil and diesel fuel and $0.00364 applies to gasoline. The CT Gross Receipts tax for gasoline is increasing July 1, 2013 to an effective rate of 8.814% of the total sale with a per gallon cap at $3.00. (ie: if gas is $2.50 per gallon the CT GRT tax is $.2204 per gallon, if gas is $3.00 per gallon the CT GRT tax is $.2644 per gallon, if gas is $3.10 per gallon the tax is still $.2644 per gallon). Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil 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 Dime Oil Companies option, be added to the purchase price. The municipality shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.

Agencies will be required to provide all pertinent information regarding tank sizes, dimensions, locations, operational procedures specific to a delivery location, and individual consumptions. This information is necessary in scheduling automatic delivery as well as routine will call deliveries.

Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion, is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved, and the tank is again deemed safe for delivery.

Delivery: Diesel fuel purchases will be delivered in approximately equal amounts prorated over the contract period. Diesel fuel for bus yards will be prorated from September through June in relation to the school year calendar. 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 January 1, 2024 through December 31, 2024. The buyer will be granted +0% variance in allocation overage for the delivery period specified and a -2% for gallons not consumed. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount.

a. 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:
    i. All overages will be billed at a differential price of .0989 per gallon plus the New Haven average quotation as published daily in the OPIS publication for the date of delivery.
    ii. Extend the fixed price contract at the same terms and conditions.
    iii. Renegotiate a fixed price based on the current market conditions.

b. 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:

    i. Extend the fixed price contract at the same terms and conditions till the actual gallons used are at least 98% of the respective quantities allocated above.

ii. Terminate the contract.
iii. The customer will purchase the quantity not used at the price per gallon quoted in the bid. The seller shall have no obligation to deliver the actual volume not consumed by the purchaser within the contract period.
iv. If the customer fails to consume the un-lifted volume, the customer will pay Dime Oil Company reasonable liquidated damages for such deficient liftings. 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-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from the customer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.

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 when 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 Buyer or Seller whether or not similar to those enumerated.

Payment terms are net 30 days. There is no discount for early payment. 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.

Customer is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, 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.

The cost per thousand for a performance bond is $15.00 per thousand. Cost for the bond, if requested, shall be the responsibility of the Customer.

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, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested. If quantity ordered is not taken, we reserve the right to levy a demurrage charge for re-routing the balance of the order (this applies to same day or scheduled will call deliveries).

If a municipality requests that a fuel sample be taken, the following will apply. The sample must be taken off of the delivery truck only. If the test results fail to meet the required specifications, Dime Oil will pay for the testing fee; if the sample meets the bid specifications, the municipality will pay for the testing fee.

The act of accepting our bid price as the lowest responsible bidder also means that you have read and understand our additional terms and conditions outlined in this addendum and accept them as part of the bid package and any subsequent contract(s) regardless of if the customer signs in acknowledgement.

Other conditions may apply.

Sincerely,

Tracy Cyr
Manager