



INVITATION FOR BID

Diesel Fuel Invitation for Bids

The Lower Pioneer Valley Educational Collaborative invites bids for the purchase of **ULS Diesel Fuel**, on a 3 year contract. Bids may be picked up at the LPVEC, 174 Brush Hill Avenue, West Springfield, MA 01089 after **4/24/2017 at noon** or by email: pschroeder@lpvec.org or by calling 413-735-2200. Completed bids are to be sent to the LPVEC Office, marked on the outside of the bidder's envelope "**BID: Diesel**" and will be publicly opened on **5/11/2017, at 10 a.m.** No bids will be accepted after this time. The LPVEC, acting for the participating school districts and municipalities, reserves the right to waive any informalities in any bid, or to reject any or all bids, if it be in the public interest to do so.

Paul Schroeder
Manager, Energy Services

Lower Pioneer Valley Educational Collaborative

Anna Bishop, Director of Finance

Date: **April 24, 2017**

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE

174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

AGAWAM! EAST LONGMEADOW! HAMPDEN-WILBRAHAM! LONGMEADOW! LUDLOW! SOUTHWICK-TOLLAND-GRANVILLE! WEST SPRINGFIELD

SPECIFICATIONS for the PURCHASE of DIESEL FUEL
INVITATION FOR BIDS

The Lower Pioneer Valley Educational Collaborative and each other Awarding Authority that form the Western Massachusetts Fuel Cooperative are soliciting sealed bids for ULS Premium Diesel Fuel for a one year period - July 1, 2017 through June 30, 2018 with the option of renewal for two additional one year periods. The specific delivery sites, tank sizes and the estimated yearly diesel consumption is included for each of the Awarding Authorities in Attachment 1, Trailer Transport and Attachment 2, Metered Pump Truck. The successful vendors will be expected to execute a separate service contract with each individual Awarding Authority that they have been awarded.

Questions must be made in writing. Contact Paul W. Schroeder, Manager of Energy Services, LPVEC, pschroeder@lpvec.org.

1. The Awarding Authorities have been grouped into four Sections. The specific Awarding Authorities are listed by Sections in Attachments 1 and 2. Section 1 is for Trailer Transport, Section 2 is for Franklin County Metered Pump Truck, Section 3 is for Hampshire County Metered Pump Truck and Section 4 is for Hampden County Metered Pump Truck. Only one vendor will receive the award per Section for Trailer Transport or Metered Pump Truck Deliveries. The same vendor may be awarded more than one Section or more than one type of delivery.
2. The tank locations, tank sizes and estimated needs of each awarding authority are listed, by Section, on separate spread sheets in Attachments 1 and 2. Vendors are encouraged to bid on one, more than one or all Sections. A vendor can bid on only Trailer Transport Deliveries or only Metered Pump Truck Deliveries or on both types of deliveries.
3. This bid has two options for pricing (see Section A, item 9 on page 9):
 - A. Option 1 is the Daily New Haven Low Spot Market pricing as published in the OPIS, Oil Price Daily. Option 1 prices shall be based as indicated in the bid specifications. The contractors bid for Option 1 shall be a Margin and Overhead price that includes all delivery charges, overhead and profit (not including the cost of fuel or taxes) expressed to four (4) decimal places for ULS Premium Diesel.
 - B. Option 2 is a Fixed Price Futures Program, based on a #2 fuel oil NYMEX futures price, whereby each Awarding Authority can commit up to 100% of its estimated annual usage as a contracted fixed number of gallons to be received during the fiscal year. The determination of Option 2, the Fixed Price, shall be based as indicated in the contract (section A) of these bid specifications. The contractors bid for Option 2 shall be a Margin and Overhead price that includes all delivery charges, overhead and profit (not including the cost of fuel or taxes) expressed to four (4) decimal places. A separate bid margin for each year of the contract is required. The margin shall be for ULS Additive Premium Diesel. Any remaining usage will be priced according to Option 1. The Awarding Authority shall have the option of locking in up to two years into the future.

4. Extra Kerosene: Additive Premium Diesel is assumed to come blended for the seasonal weather conditions expected in our area at no additional charge. Certain Customers may require a blend of extra kerosene and diesel, the bidder will bid the margin cost per gallon over the OPIS, New Haven Low price of kerosene on the day of delivery for this service.
5. Biodiesel: Certain Customers may require a blend of biodiesel and petroleum diesel. This would require the vendor to make an additional stop to add biodiesel to the diesel product in their tanker. The bidder will bid the margin cost per gallon over the rack price of biodiesel, from the source of the vendors choice, on the day of delivery for this service.
6. The Lower Pioneer Valley Educational Collaborative and each Awarding Authority shall notify the vendor when to set the Fixed Price, how many gallons they wish to commit and when the gallons commitment shall be purchased under the Fixed Price Futures Program. The Fixed Price Futures Program price will end when the contracted number of gallons has been delivered. The remaining usage will be priced according to Option 1, Daily New Haven Low Spot Market pricing.
7. Each Awarding Authority's estimated annual use is indicated in Attachments 1 and 2. Award of bid in each section will be determined by the weighted average of daily spot and fixed future margin bid prices for the awarding authorities within each section. The best price will be determined by weighting the margin & overhead bids to 25% for each of the four bid margins.

For example: The bid for Section 1 is a margin & overhead of \$.0955 for spot and \$.1235 for fixed price FY18, \$.1250 for fixed price FY19 and \$.130 for fixed price FY20. The Margin & overhead weighted average would be: $.25 \times \$.0955$ plus $.25 \times \$.1235$ plus $.25 \times \$.1250$ plus $.25 \times \$.1300 = \$.118375$ which would be the comparison price for awarding purposes (note, weighted average will be compared to as many decimal points as necessary to determine the lowest price).

Each Awarding Authority will, at its own discretion, indicate the amount of diesel it will commit to the Fixed Price Futures Program at the time it notifies the vendor to set the Fixed Price via a Buy Order Form (attachment 6). Each Awarding Authority shall have the option of locking in up to two years into the future.

8. The Awarding Authorities are exempt from all Federal Taxes and from the Massachusetts Underground Storage Tank Tax and State Sales Tax. **Do Not include taxes in the prices quoted as they will be factored in after the bid award.** The Awarding Authorities will provide tax exempt certificates when requested.

9. The following attachments to this Bid are included:

- Attachment 1.: List of participating Awarding Authorities by Section, for Trailer Transport. (min. 7,000 gallon delivery).
- Attachment 2.: List of participating Awarding Authorities by Section, for metered Pump Truck. (less than 7,000 gallon delivery).
- Attachment 3.: Tax Compliance Certification
- Attachment 4.: Certificate of Non-Collusion.
- Attachment 5.: Business Reference Form
- Attachment 6.: Sample Buy Order Form

10. Separate contracts will be executed by each of the participating Awarding Authorities in this Cooperative Bid. Each Awarding Authority will be billed separately.
11. Upon mutual agreement of the successful bidder in a Section and any Awarding Authority not included in this bid, but within the political boundaries of a Section as defined in this bid, that new Awarding Authority may obtain the same pricing structure as the other Awarding Authorities in that section.
12. The annual renewal of the contract per MGL C30b is by sole consent of the Awarding Authority. Given the volatile nature of futures differentials for diesel, the vendor will need to decide in January of each year if they can extend the bid margins to the next fiscal year. If the vendor cannot hold its bid margin, then this procurement will need to be re-bid.

This document is intended to perform as a guide and any omission of any specific item or failure to mention any requirements specifically shall not relieve the vendor from full and complete responsibility in furnishing a satisfactory fuel supply and delivery.

Submit one signed original and one copy of each bid, including all submittals. (Do not copy and send the entire bid specifications, only the forms you need.) All bids must be received at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Ave., West Springfield, MA 01089, 413-735-2200 by 10 a.m., Thursday, May 11, 2017. At that time and place, all bids received will be opened and publicly read. Bids must be sealed and plainly marked "BID: Diesel " on the lower left-hand corner of the envelope. Bids may be corrected, modified or withdrawn by written addendum or request before 10 a.m., Thursday, May 11, 2017. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before June 30, 2017.

A Bid Deposit in the form of a certified check or cashier's check or bid bond, from a responsible bank, trust company or insurance institution, in the amount of \$1,000, payable to the "Lower Pioneer Valley Educational Collaborative" must be included with your bid. Successful bidders will be expected to execute a contract with each Awarding Authority within 30 days of the award of the bid. If a proper contract cannot be executed by the awarded vendor, the bid deposit will become the property of the Awarding Authority(ies) affected as liquidated damage to that (those) Awarding Authority(ies). Bid deposits will be returned to the unsuccessful bidders within 10 days of the execution of a contract with each Awarding Authority.

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The Lower Pioneer Valley Educational Collaborative and the Awarding Authorities will only consider responsive bids from responsible contractors for a contract award. A responsive bid is one which complies fully with all submission requirements stated in sections B and C of this Invitation for Bids. Any bid which does not comply with all submission requirements may be rejected as non-responsive. A responsible contractor is one who demonstrably possesses the skill, ability, financial stability and integrity necessary to faithfully perform the work called for in the procurement, judged solely on the basis of the contractor's performance on recent and current contracts, financial statements and the references checked by the Lower Pioneer Valley Educational Collaborative or the Awarding Authorities.

If the contract is awarded to a bidder who did not submit the lowest price, the Lower Pioneer Valley Educational Collaborative or the Awarding Authorities, will set forth a written explanation of the reasons for the award.

PLEASE READ ALL TERMS OF THE BID SPECIFICATION AND EVALUATION CRITERIA. BY SUBMITTING A BID YOU ARE LEGALLY BINDING YOURSELF TO THE TERMS OF THIS BID SPECIFICATION.

EACH AWARDING AUTHORITY reserves the right to accept any bid, in whole or in part, or to reject any or all bids as deemed to be in its best interest. **EACH AWARDING AUTHORITY** reserves the right to waive any informalities or technicalities in the bid as may be in its best interest and to correct any award erroneously made as a result of a clerical error on the part of the Awarding Authority.

SECTION A. Minimum Contract Criteria

All bidders must review and agree to the minimum contract provisions. The successful bidder will be expected to execute separate service contracts with each individual Awarding Authority including terms and conditions that are substantially identical to the terms listed in this section. In the event the successful bidder refuses to execute contracts including these terms, the proceeds of their bid deposit will become the property of the LOWER PIONEER VALLEY EDUCATIONAL Collaborative or the individual Awarding Authority as liquidated damages. All contracts shall meet the following Minimum Criteria in order to be considered:

INSERTED HERE IS A 9 PAGE CONTRACT DOCUMENT

CONTRACT

THIS CONTRACT is entered into by and between the

<CUSTOMER LEGAL NAME>

whose principal office is located at

<ADDRESS>

<CITY, STATE ZIPCODE>

(hereinafter referred to as "Customer")

and

<NAME OF THE VENDOR>

whose principal office is located at

<ADDRESS>

<CITY, STATE ZIPCODE>

(hereinafter referred to as "Vendor"). WITNESSETH: THAT

In consideration of the Contract Price to be paid the Vendor, as set forth in Exhibit A, (Vendor's bid dated May 11, 2017), hereto, for the Purchase and Delivery of Diesel Fuel and of the mutual promises and agreements hereinafter set forth, it is understood and agreed by and between the parties hereto as follows:

1. The terms of this printed contract are supplemented, altered or amended as indicated in the Lower Pioneer Valley Educational Collaborative's Specifications for Diesel Fuel, Invitation for BIDS, dated April 24, 2017 as amended and the bid response by the Vendor, dated May 11, 2017, which both are hereby, by reference, included in this contract.
2. No claim for additional compensation on account of extra labor or materials furnished shall be made unless such additional labor and materials are furnished upon written request from the Customer.
3. **Fuel Specification:** Diesel fuel delivered under this contract will comply with; Federal Specifications W-F-800-C Federal Supply Service, General Services Administration; the American Society of Testing Materials diesel fuel specifications ASTM D-975 as set forth in the most current revision of ASTM standards, amended to comply with regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws for ULSD Additive Premium Diesel. Note: Additive Premium Diesel is assumed to come blended for the seasonal weather conditions expected in our area at no additional charge. Certain Customers may require a 30% blend of kerosene and diesel or a 20% or more blend of biodiesel and diesel. The Customer will pay the OPIS, New Haven Low price of kerosene or the rack price of biodiesel from the Vendor's choice of source, on the day of delivery, plus the additional margin cost per gallon for these services awarded in the bid.

Cetane: The following specifications shall apply to Cetane content:

- Cetane Number: minimum 40
- Cetane Index: minimum 42

Sulfur Content: Sulfur content will comply with Federal EPA standards for Ultra Low Sulfur Diesel, on-highway use.

Winter Requirements: Diesel Fuel must meet all winter requirements to insure proper performance during the winter months for the location that the fuel will be used in. Unless otherwise directed, winterized diesel shall be delivered between November 1 and March 31 of each year. The following is a minimum performance specification for winterized fuel:

- Pour Point: -20°F
- Cloud Point: 5°F
- Cold Filter Plug Point (CFPP): -20°F
- Kerosene: Maximum of 20% unless otherwise instructed.

The Customer reserves the right to take samples of fuel for analysis, either at the shipping point or the delivery point, in order to verify the quality of the product being supplied. The Vendor will be notified of such testing and shall be entitled to have a representative present when samples for analysis are taken and shall be entitled to take samples like the samples to be analyzed. If tests show that the fuel is substandard, the Vendor shall

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immediately remove the same from any deliveries made into the Customer's tank(s) and, on failure to do so within 12 hours of notification, the Customer will remove it at the expense of the Vendor. The Vendor must then supply fuel meeting the standards within 24 hours of notification. If the Vendor cannot deliver standard compliant fuel within 24 hours, the Customer will purchase compliant fuel from another supplier and deliveries will be suspended until appropriate standards are met. Any damages or losses incurred by the Customer, including the cost differential in excess of the contract price, damage to the facility or equipment, costs for removal of substandard fuel or other damages and losses, will be charged to the Vendor.

4. **Delivery:** The Vendor must contact the Customer to establish operational detail about delivery prior to July 1, 2017. Deliveries are to be made within 24 hours, or the next working day, from the date of notification. Delivery of fuel must be made on days and during hours that are acceptable to the Customer.
 - a. In the case of emergencies like fires, severe weather, acts of terrorism or other civic or natural disaster, an emergency delivery of fuel may be necessary. If an emergency delivery is necessary, the Vendor will make the delivery within 12 hours of notification. There will be no extra charge for these types of deliveries.
 - b. If a site requests an emergency delivery due to its own neglect to order fuel in a timely manner and not for an emergency as described in the foregoing paragraph, and the Vendor is forced to make a delivery on a Sunday or Holiday or at a time of day not between 5 am and 5 PM Monday through Saturday, the Vendor will be paid an additional delivery fee, not to exceed \$80.00 per each delivery as herein defined. If an emergency delivery is necessary, the Vendor will make the delivery within 12 hours of notification.
 - c. Deliveries must be in compliance with all applicable Local, State and Federal laws and regulations.
 - d. The Customer shall be responsible to keep clear the fill pipes and access to the fill pipes. If the Customer schedules a delivery and fails to keep the area clear and the Vendor cannot make the scheduled delivery, the Vendor will be entitled to an additional delivery fee, not to exceed \$27.50 per 15 minutes that each aborted delivery creates. This fee will be based on the transporter's billing of time to the Vendor. Documentation of this fee is required before payment.
 - e. It is understood that the delivery person of the motor carrier has the final say as to how much fuel a given tank can safely take. Massachusetts regulations require a tank not to be filled to more than 90% of nominal capacity. If the Customer orders more fuel than the tank can safely take, the delivery person will unload as much fuel as can be safely delivered in the tank and notify the Customer of the situation. The remaining gallons may be delivered to another tank owned by the Customer with the additional split load charge not to exceed \$27.50 per 15 minutes that each additional delivery creates. This fee will be based on the transporter's billing of time to the Vendor. Documentation of this fee is required before payment.
 - f. Demurrage: At the point of destination, the Customer shall promptly designate the tank or tanks into which the load is to be dumped. One hour free time shall be allowed Customer to complete unloading. One hour free time will be allowed for unloading at the stop off point at destination on shipments stopped in transit for partial unloading (split loads). After expiration of free time specified in the foregoing, demurrage shall accrue at a rate \$27.50 per 15 minutes that the carrier is delayed at the stop off point due to conditions over which the motor carrier has no control. This fee will be based on the transporter's billing of time to the Vendor. Documentation of this fee is required before payment.
5. **Spillage:** While performing work under this contract, the Vendor shall be responsible for completing clean up of any spills or accidental releases to the environment (pursuant to MGL c. 21E and other relevant regulations) at no cost to the Customer. The Vendor shall notify all local, state and federal authorities as required by law in the event of such a release or threat of release. The Vendor will immediately notify the user facility contact person in the event of a spill, release, or threat of release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Vendor shall take appropriate response actions, and notify the contact person as soon as possible thereafter. In either case, the Vendor must provide a written summary to the contact person, setting forth the response actions taken.

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6. **Measurement:** The quantity of fuel delivered shall be calculated as follows:

- a. For Trailer Transport deliveries (7,000 gallons or more per delivery), a verified copy of the Vendor's supplier's Statement of Delivery into the Vendor's trailer (Bill of Lading) will be required. The signed Statement must be supplied to the site at the time of delivery unless the site has requested other arrangements.
- b. For Metered Pump Truck deliveries (less than 7,000 gallons per delivery) each truck must be equipped with a meter that automatically prints a Delivery Slip showing the number of gallons delivered. The signed Delivery Slip must be supplied to the site at the time of delivery unless the site has requested other arrangements.
- c. Trucks must be equipped with a measuring stick and the driver must use this to confirm delivery amounts, if requested. The Customer reserves the right to inspect, weigh or otherwise examine, delivery trucks to verify the quantity being delivered. Further, facilities management personnel may choose to physically measure the fuel level in a storage tank before and after a delivery ("sticking") in order to verify the amount delivered.
- d. For extra kerosene or biodiesel, a verified copy of the Vendor's supplier's Statement of Delivery into the Vendor's trailer or truck (Bill of Lading) will be required. In the case of biodiesel, the Statement of Delivery shall include the price per gallon paid by the Vendor.

7. **Billing:**

- a. All invoices for fuel will be billed per US gallon to one tenth (.1) of a gallon. The Vendor will invoice the Customer on a per delivery basis. The invoice will show the specific facility and tank delivered to. All amounts will be in US dollars. The invoices will include all charges for fuel delivery, including all applicable taxes. The Customer is tax exempt from any federal taxes and from state Underground Storage Tank and state sales taxes.
- b. Electronic or faxed invoices may be requested by the Customer. In such cases, the Vendor will e-mail or fax to the Customer an invoice on the same day as the invoice date. The Customer will also require that the Vendor mail an original invoice in addition to the electronic or faxed invoice.

8. **Term of Service:** This contract is for the fiscal year commencing July 1, 2017 and ending June 30, 2018 (FY18). This contract may be renewed up to two additional twelve month periods to a maximum of 3 years. Renewal of the contract will be awarded at the sole discretion of the Customer. At least thirty (30) days prior to the expiration date of this contract or contract renewal, the Customer will send written notification to the Vendor of its intention to exercise the renewal option. In so doing, the same terms and conditions will be applicable, including the price differential as bid.

9. **Determination of Pricing:** There are two options for determining the price for fuel under this contract. In each case the charged price is determined by a published index price plus the Margin and Overhead bid price that the Vendor was awarded. The options are: Option 1, the Daily New Haven Low Spot Market Price; and Option 2, the Fixed Price Futures Program.

- a. Option 1, the Daily New Haven Low Spot Market Price is defined as the lowest wholesale price for ULSD Premium reported for the city of New Haven, CT, as published daily in OPIS, Oil Price Daily, for the day that the fuel is delivered by the Vendor, PLUS the Margin and Overhead bid price for Option 1 that the Vendor was awarded.
- b. Option 2, the Fixed Price Futures Program is defined as the settle price for "Heating Oil" on the NYMEX as listed in the Wall Street Journal Future Prices for January of 2018 on the day that the Customer informs the Vendor to lock on a futures price, PLUS the Margin and Overhead bid price that the Vendor was awarded. The Customer may lock on a Fixed Price any time between January 1, 2017 and November 1, 2017 for the current and contract fiscal year, FY18.

For Example: if the Customer informs the Vendor on August 30, 2017 to lock the Fixed Price, the price will be the settle price for January, 2018, "Heating Oil" on the NYMEX for August 30 PLUS the Margin and Overhead bid price that the Vendor was awarded.

The Customer will inform the Vendor, in writing by facsimile transmission, before noon on the day that the Customer wishes the vendor to lock on futures pricing.

Futures pricing for subsequent years, if this contract is extended under the conditions of item 8 Term of Service, will be based on the NYMEX January price for the new contract year on the day that the Customer informs the vendor to lock on a futures price PLUS the Margin and Overhead bid price for Option 2 that the vendor was awarded for the corresponding year. The Customer may lock on a Fixed Price any time between January 1, 2017

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and November 1, 2018 for fiscal year 2019 (1/1/18 - 11/1/19 for FY 2020). The Customer may, at its sole discretion, lock on a Fixed Price up to two years in advance of the fiscal year. The fiscal year starts on July 1 and ends on June 30 of the following year. FY 2019 is 7/1/2018 through 6/30/2019, etc.

- c. If requested by the Customer, a 30% kerosene diesel blend will be supplied by the Vendor at the additional margin price per gallon, over the OPIS, Oil Price Daily, New Haven low price, awarded in the bid. This additional margin shall apply only to the gallons of kerosene delivered.
- d. If requested by the Customer, a 20% or more biodiesel/diesel blend will be supplied by the Vendor at the additional margin price per gallon, over the rack price paid by the Vendor for biodiesel, awarded in the bid. This additional margin shall apply only to the gallons of biodiesel delivered.
- e. The Margin and Overhead bid price is defined as the price the Vendor was awarded on the Bid Form that the Vendor submitted to the Customer, and is hereby included by reference in this contract.
- f. Cash Market Blow Out: It is understood that under extreme circumstances the "Cash Market" (the price the wholesale supplier of diesel can get for his product) will "blow out" (not be reflected in the reported index due to extreme volatility). At these times reasonable temporary adjustments to the Margin and Overhead bid price for Daily Spot Market Delivery, may be made upon request of the Vendor. The Vendor must submit written documentation of cost increases that are incurred by the Vendor from its suppliers and are unavoidable. The request must be reasonable, well substantiated, effect the whole region and documented. Price adjustments will be granted on a case by case basis. In no case can this adjustment be made permanent or last longer than the extreme circumstances that cause this condition.

10. **Determination of the Gallons Committed to the Fixed Price Futures Program:**

- a. The Customer or its Designee will inform the Vendor of how many gallons of fuel it is committing to the Fixed Price Futures Program on the day that the Customer or its Designee informs the Vendor to lock on a futures price as defined in Item 9 b. The Customer is required by contract to take delivery and pay for the number of gallons of fuel thus committed by the end of the fiscal year (June 30) for which the gallons were fixed.
- b. If the Customer cannot take delivery of the full amount of fixed gallons by the end of the fiscal year, the Customer will either pay the Vendor his customary charge for storage of the remaining gallons, pre pay the remaining gallons for delivery later, find another participant to take delivery of the fuel, or otherwise negotiate with the Vendor to end the commitment to the remaining fixed price gallons. Such storage fee shall not exceed \$.05 per gallon per month of storage commencing July 1 of the next contract year (same calendar year).
- c. No later than June 1 of any contract year, the Vendor will inform the Customer of any remaining fixed price fuel not taken during that contract year. The Customer will verify the number of gallons not taken against its own records of deliveries and execution of its "Buy Order". If there is a discrepancy between the Vendor's and Customer's records, the Vendor must provide documentation of deliveries at the fixed price. If the Vendor failed to provide sufficient documentation, the Customer's records will be considered accurate. If the Vendor fails to notify the Customer of any remaining fixed price gallons by June 30 of the contract year, the Customer may, at its sole discretion, either take delivery of the remaining gallons at the fixed price, without storage or other fees, by November 30 of the following contract year (same calendar year) or be totally relieved of any responsibility for the surplus fuel.

11. **Determination of the Start and End of the Fixed Price:** The Customer will have the sole discretion as to when the Fixed Price under Option 2, the Fixed Price Futures Program, goes into effect. The Customer may buy fuel off the Option 1, Daily New Haven Low Price before taking fuel deliveries at the Fixed Price. Once the Customer has notified the Vendor, in writing, to start the Fixed Price, the Customer will be responsible for taking delivery of the total gallons of fuel that it committed to the Fixed Price Futures Program. Once the contracted amount of fuel is bought under the Fixed Price Futures Program, the Customer will buy fuel at the Option 1, Daily New Haven Low Price.

12. **Changes in Locations and Tanks:** During the duration of this contract, it may be necessary for the Customer to close a location, open a new location and/or change a fuel tank. The Customer will notify the Vendor of any changes in a timely manner. Changes that result in no change in type of delivery (i.e., Trailer Transport or Metered Pump Truck) will continue to receive the same Margin and Overhead bid price differential that the Vendor was awarded as set forth in Exhibit A. For changes that result in a change in type of delivery, delivery will be negotiated with the vendor awarded the geographical section that the Customer falls under, if the Customer does not already have a contract with that Vendor.

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13. **Title:** The Vendor shall warrant good title to all fuel delivered. Title of the fuel will pass to the Customer after delivery.
14. **Incorporated by Reference:** The Vendor's bid, Certificate of Non-Collusion, Tax Compliance Certificate and any other submissions, and the Lower Pioneer Valley Educational Collaborative's Invitation for Bids are hereby incorporated into this contract.
15. **Liability Insurance:** The Vendor shall provide a minimum general liability insurance coverage of \$1,000,000 and Workers' Compensation insurance as required by the Commonwealth of Massachusetts. The Vendor shall provide motor vehicle liability insurance in the amount of \$500,000 per person and \$1,000,000 per incident, including all risk property damage. The Vendor is required to furnish a certificate of insurance with the Customer named as Certificate Holder. In addition, the insurance company will agree to give notification to the Customer of any revocation and/or cancellation in accordance with policy provisions. A new certificate will be sent upon annual renewal or if there is a change in Insurance Company. If the insurance policy is revoked or canceled and no new insurance policy issued, this contract may be terminated at the sole discretion of the Customer. The Vendor will hold the Customer harmless of and from any liability as a result of the Vendor's operations under this contract.
16. **Liability:** Vendors are responsible for paying for any damage they cause at a site including fuel spills during delivery. The Customer is responsible for the condition of its tanks, fill pipes and delivery pipes including fuel releases which occur subsequent to the delivery by the Vendor.
17. **Amendment/Waiver:** Changes to any of the provisions specified in this Contract can occur only when mutually agreed upon by the Vendor and the Customer, set forth in writing, and signed by both the Vendor and the Customer. All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by a party shall not be a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
18. **Termination:** If, through any cause, the Vendor shall fail to fulfill in a timely or proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the Customer shall thereupon have the right to immediately terminate this Contract upon written notice to the Vendor of such termination and specifying the effective date of termination. In the event the Customer shall exercise the right of termination herein provided, the Customer may relet or sublet the Contract. Any damage incurred through any default, shall be a charge against any amounts due from the Customer to the Vendor hereunder.
19. **Personnel:** The Vendor represents that there has been or will be secured all personnel required for the performance of the work, services, and/or items to be provided under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Customer. All of the services required hereunder will be performed by the Vendor or under the supervision of the Vendor, and all personnel engaged in the work shall be fully qualified.
20. **Independent Contractor:**
 - a. It is expressly acknowledged by the parties hereto that the Vendor is an independent contractor, and nothing in this Contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship between the Vendor and the Customer. No rights or benefits of an employee of the Customer shall accrue or be vested in the Vendor under any personnel policies or benefit plans maintained by the Customer for the benefit of its employees. The Vendor shall not be entitled to any payment from the Customer in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the Customer and arising out of the Contractor's duties hereunder.
 - b. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the Customer on behalf of the Vendor or the employees of the Vendor. The Vendor will not be treated as an employee with respect to the work performed hereunder for federal and state tax purposes. The Vendor understands that it is responsible to pay, according to law, its income tax. If the Vendor is not a corporation, the Vendor further understands that the Vendor may be liable for self-employment (social security) tax.
21. **Assignability:** The Vendor agrees not to assign or subcontract this Contract, or the compensation to be received under it, in whole or in part without the prior written consent of the Customer and no such assignment or subcontracting shall be valid or binding upon the Customer without such consent. Subject to the foregoing provisions, this Contract shall inure to the benefit of and be binding upon the representatives, successors or assigns of the parties hereto.

The Customer shall have the right to assign any and all fuel it has committed to the Fixed Price Futures Program to the Lower Pioneer Valley Educational Collaborative or to any other Customer participating in this Cooperative Bid.

22. **Force Majeure or Default:**

- a. Neither party will be liable to the other for failure or delay in fulfilling its obligations hereunder if such failure or delay is due to storm, flood, or other Act of God, or to fire, war, rebellion, insurrection, riots, or is the result of some order, rule or regulation of any federal, state, municipal, or other governmental agency. Each party will attempt to notify the other within 24 hours after becoming aware of such problem. Notwithstanding this paragraph, changes in the price of fuel are not sufficient in and of themselves to invoke this clause.
- b. In the event that unforeseen market conditions or “force majeure” prevent the Vendor from performing their responsibilities under this contract, the Customer, along with the other participants in the Lower Pioneer Valley Educational Collaborative cooperative bid agree to treat this as an “emergency procurement” (see item 9, f., Cash Market Blowout).
- c. Recognizing the critical importance of the uninterrupted delivery of diesel products to the participating entities, the Lower Pioneer Valley Educational Collaborative, along with representatives of the participating governmental entities and the Vendor agree to negotiate the times of default as may be in the best public interest.
- d. In the event that it becomes necessary to re-bid during the term of this contract or any renewal term of this contract, the successful bidder agrees to continue to provide the diesel products to any and all of the participating governmental entities, uninterrupted, for a period of up to 60 days at the bid price.

23. **Indemnification:** The Vendor shall release, indemnify and hold harmless the Customer, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Customer, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys’ fees, arising out of or in connection with the performance of this Contract by reason of any negligent action/inaction or willful misconduct by the Vendor, its employees, agents, sub-contractors, servants, or anyone directly or indirectly employed by any of them.

24. **Applicable Law:** The Vendor and the Customer agree that the laws of the Commonwealth of Massachusetts govern the validity, construction, interpretation and effect of this contract. In addition, the Vendor will comply strictly with all applicable local, state, and federal laws, ordinances, orders, rules and regulations. The Vendor further agrees to hold the Customer harmless from and against any liability, including penalties, which might be imposed by reason of any asserted or established violation of any such laws, ordinances, orders, rules and regulations.

25. **Payment Terms:**

- a. Unless other arrangements are made, all bills will be paid and Vendor receive payment within forty five (45) days of invoice date.
- b. The Vendor may, at its discretion, suspend future deliveries to a Customer if the Customer has not paid an invoice within sixty (60) days of invoice date and continue to do so until Customer’s account is back within forty five (45) days.
- c. Arrangements for Electronic Payment may be requested by the Customer and will be supplied by the Vendor.
- d. No late fees or interest on overdue bills will be charged under this contract.

26. **Contractor’s Breach and Awarding Authority’s Remedy:** Failure of the Vendor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Customer shall have all of the rights and remedies provided in the Contract documents, the right to cancel, terminate or suspend the Contract in whole or in part, the right to maintain any and all actions in law or equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

27. **Audit, Inspection and Record Keeping:** At any time during normal business hours, and as often as the Customer may deem it necessary, there shall be made available in the office of the Vendor for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. The Customer shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.

28. **Fiscal year; appropriation:** The fiscal year of the Customer is the twelve-month period ending June 30 of each year. The obligations of the Customer under this Contract, or under any amendment to this Contract, for any fiscal year, are

Diesel Fuel, Invitation for Bids

subject to the appropriation to the Customer of funds sufficient to discharge the Customer's obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.

29. **Conflict of Interest:** Both the Customer and the Vendor stipulate to the applicability of State Conflict of Interest Law (M.G.L. c. 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Vendor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract documents the Vendor certifies to the Customer that neither it nor its agents, employees, or subcontractors are thereby in violation of M.G.L. c. 268A.
30. **Contractor's Representations and Certifications:** By signing this Contract, the Vendor represents and certifies under the penalties of perjury that:
- a. the Vendor is a duly organized and validly existing corporation, or either a partnership, trust, or sole proprietorship, and is qualified to do business in good standing in the Commonwealth of Massachusetts, with the power and authority to consummate the transactions contemplated herein;
 - b. pursuant to M.G.L. c. 62C, §49A, the Vendor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
 - c. pursuant to M.G.L. c. 151A, §19A, the Vendor has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;
 - d. the Vendor has filed with the Secretary of State all certificates and annual reports required pursuant to M.G.L. c. 158B, §109 (business corporation), or M.G.L. c. 180, §26A (nonprofit corporation), or M.G.L. c. 181, §4 (foreign corporation), whichever is applicable;
 - e. the Vendor provides Workers' Compensation Insurance and all other insurance benefits required by M.G.L. c. 152;
 - f. the Vendor is not presently debarred or suspended from providing goods and/or services to the Customer under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or federal law, or any rule or regulation promulgated thereunder;
 - g. the person signing this Contract certifies that he/she has been authorized by the Vendor to commit the Vendor contractually and had been authorized to execute this Contract on its behalf;
 - h. the bid upon which this Contract was based was made without collusion or fraud with any other person and will in all respects bona fide and fair (as used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity); and
 - j. the Vendor has paid all real estate, personal property or excise tax, water charges, fines or any other municipal lien charges due to the Customer.
31. **Minimum Wage/Prevailing Wage:** The Vendor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to M.G.L. c. 151, §1, et. seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor will at all times comply with the wage rates as determined by the Commission or the Department of Labor and Industries, under the provisions of M.G.L. c. 149, §§ 26-27D (Prevailing Wage), to the extent same applies to this Contract.
32. **Nondiscrimination and Equal Employment:** The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

Diesel Fuel, Invitation for Bids

33. **Notices:** Unless a party is instructed otherwise by a notice properly given hereunder, all notices and other communications given or made under this Agreement shall be effective only when given or made by personal delivery or by certified mail, return receipt requested, directed as follows:
- a) In the case of a notice or other communication to the Vendor:
- with a copy to:
- b) In the case of a notice or other communication to the Customer:
- with a copy to:
- Paul W. Schroeder, Manager, Energy Services
L.P.V.E.C.
174 Brush Hill Ave.
West Springfield, MA 01089
- This section shall not apply to reports, bills, or payments sent by one party to the other which may be sent by ordinary mail.
34. **Partial Invalidity:** In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.
35. **Application and Survival of Certain Provisions:** All provisions of this Agreement providing for limitation of or protection against liability and the parties' rights to payments and remedies on default shall apply to the full extent permitted by law. All of said provisions and the representation of each party shall survive termination or cancellation of this Agreement.
36. **Further Actions:** Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Contract and as are consistent with the terms hereof.
37. **Captions:** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
38. **Binding of Successors:** This Contract shall be binding upon the Vendor, its assigns, transferees, and/ or successors in interest (and where not corporate, the heirs and estate of the Vendor).
39. **Tax Exempt Certification:** The Vendor agrees to provide the Customer with the appropriate tax-exempt applications in order to exempt it from state and federal sales taxes on diesel fuel and to not charge the Customer those taxes, where applicable. (Reference MG. L. 64H, Sec. 6 (I)(d) and I.R.S. Code Ch. 26, Sec. 483 Subchapter F sec. 501 and any other applicable sections of law.)
40. **Full Agreement:** This contract and any properly executed amendments to this contract constitute the entire contract between the Customer and the supplier.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed and sealed by their authorized representatives.

<CONTRACTOR'S NAME>

<NAME OF THE CUSTOMER>

By: <PRINTED NAME>

Its: <TITLE>

Date: _____

By: <PRINTED NAME>

Its: <TITLE>

Date: _____

SECTION B. Minimum Evaluation Criteria

The Minimum Evaluation Criteria are the standards that will be used to evaluate whether the bid is "responsive" and to identify "responsible" bidders. The minimum standards for this bid are as follows:

1. Prices will be stated in dollars per gallon, to four (4) decimal places, for the Contractor's Margin and Overhead as stated on the Bid Form, delivered to the facilities of each Awarding Authority listed within each Section. The bid price Margin and Overhead will be stated as follows for each Section:

Option 1, the Daily New Haven Low Price;

Option 2, the Fixed Price Futures Program, Additive Premium Diesel

Separate bids for each year of the contract, FY2018, FY2019 and FY2020

Extra kerosene blend margin cost per gallon over the New Haven Low price.

Biodiesel blend margin cost per gallon over the rack price.

NOTE: ULS Premium Diesel is assumed to come blended for the seasonal weather conditions expected in our area **AT NO ADDITIONAL CHARGE.**

Bid Prices are for Margin and Overhead only. DO NOT include the cost of fuel or taxes. All bid margins must be submitted or your bid will be ruled non-responsive.

2. Bidders may bid on either or both the Trailer Transport Deliveries or/and the Metered Pump Truck deliveries for one, more than one or all the listed Sections. Bidders **must** give a bid for both Option 1 and Option 2, and for additional kerosene and biodiesel for each Section they bid on.
3. Award of bid in each section will be determined by the weighted average of daily spot and fixed future margin bid prices for the awarding authorities within each section. The best price will be determined by weighting the margin & overhead bids to 25% for each of the four bid margins.

For example: The bid for Section 1 is a margin & overhead of \$.0955 for spot and \$.1235 for fixed price FY18, \$.1250 for fixed price FY19 and \$.130 for fixed price FY20. The Margin & overhead weighted average would be: $.25 \times \$.0955$ plus $.25 \times \$.1235$ plus $.25 \times \$.1250$ plus $.25 \times \$.1300 = \$.118375$ which would be the comparison price for awarding purposes (note, weighted average will be compared to as many decimal points as necessary to determine the lowest price).

Each Awarding Authority may, at its own discretion, change the amount of diesel it will commit to the Fixed Price Futures Program at the time it notifies the vendor to set the Fixed Price.

SECTION B. **Minimum Evaluation Criteria** (cont.)

4. The successful bidder shall provide a minimum general liability insurance coverage of \$1,000,000 and Workers' Compensation insurance as required by the Commonwealth of Massachusetts. The contractor shall provide motor vehicle liability insurance in the amount of \$500,000 per person and \$1,000,000 per incident, including all risk property damage. Bidders must furnish a certificate or letter from an insurance company, legally authorized to act within the Commonwealth of Massachusetts, indicating that the bidder is insurable to the extent required by these specifications. The successful bidder will be required to furnish a certificate of insurance with each Awarding Authority named as an insured party. In addition, the insurance company will agree to give notification to the Customer of any revocation and/or cancellation in accordance with policy provisions.
5. The bidder must be in compliance with any and all Federal and State requirements involved with the sale and transportation of diesel fuel.
6. The bid must be accompanied by a signed Certificate of Non-Collusion (attachment 3).
7. Each bid must be signed, indicating that the bidder promises to provide the supply and service as specified for the bid price.
8. The bidder will provide on the enclosed form (attachment 5), with the bid, three references from Massachusetts based companies, schools, institutions and governments indicating their names, addresses, telephone numbers, contact persons, dates of service and annual volume of fuel service. The references will demonstrate that during at least the past **five** (5) years, the bidder has provided safe and efficient services for organizations which have needs that are similar to those of this cooperative. One reference will be from a former customer no longer buying diesel from the bidder.
9. The bidder will provide Financial Information, in the form of a narrative, indicating that the bidder has the financial strength and reliability; including corporate history, date of establishment, initial (if founded within the last ten years) and current capitalization, corporate affiliates or joint venture partners, bank reference and availability of financial support such as parent guarantees, letters of credit, and performance bonds demonstrating access to sufficient capital, to handle contracts of this size. An audited financial statement may be requested as evidence. This information will be held as confidential if so marked by the bidder.
10. The bidder will provide, with the bid, a completed Tax Compliance Certification (attachment 4).
11. A bid deposit in the form of a certified check or cashier's check or bid bond, from a responsible bank, trust company or insurance institution, in the amount of \$1,000, payable to the "LOWER PIONEER VALLEY EDUCATIONAL Collaborative" **MUST BE INCLUDED WITH YOUR BID**. the deposit of the successful bidders will be returned upon the execution of the contract and, in the event the bidder refuses to execute a contract within 10 days of the bid award, the proceeds of said deposit will become the property of the Lower Pioneer Valley Educational Collaborative or the affected Awarding Authorities as liquidated damages. The deposits of all rejected bidders will be returned within ten (10) calendar days following the awarding of contracts by the Awarding Authorities.

SECTION C. Submission Requirements

USE THIS AS A CHECK LIST TO MAKE SURE YOUR BID IS COMPLETE:

1. Submit one signed original and one copy of each bid, including all submittals listed below. (Do not copy and send the entire bid specifications, only the forms you need.) All bids must be received at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Ave., West Springfield, MA 01089, 413-735-2200 by 10 a.m., Thursday, April 24, 2014. At that time and place, all bids received will be opened and publicly read. Bids must be sealed and plainly marked "BID: Diesel Fuel" on the lower left-hand corner of the envelope. Bids may be corrected, modified or withdrawn by written addendum or request before 10 a.m., Thursday, May 11, 2017. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before June 30, 2017.
2. Bidder must include a signed certificate of non-collusion (attachment 3).
3. Bidder must include an insurance certificate or binder for all applicable insurance (section B4).
4. Bidder must include signed bids on bid forms provided, with all prices filled in, and agree to provide the service and goods in accordance with this specification.
5. Bidder must include a signed Tax Compliance Certification (attachment 4).
6. Bidder must include appropriate references on the form provided (attachment 5), as described in this specification, section B8.
7. Bidder must include a financial statement as described in this specification, section B9.
8. Bidder must enclose a bid security deposit in the amount of \$1,000 (section B11).

NOTE: FAILURE TO SUPPLY ALL THE ABOVE ITEMS AND INFORMATION MAY RESULT IN YOUR BID BEING DISQUALIFIED.

Diesel Fuel, Invitation for Bids

Bid Form
Section 1: Trailer Transport

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1
Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ _____ per Gallon (to 4 decimal places)

OPTION 2
Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

FY 2018: January 2018 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2019: January 2019 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2020: January 2020 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature: _____ Date: _____

Name (Please Print): _____

Title: _____

Company: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Diesel Fuel, Invitation for Bids

Bid Form

Section 2: Franklin County Metered Pump Truck

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ _____ per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

FY 2018: January 2018 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2019: January 2019 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2020: January 2020 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature: _____ Date: _____

Name (Please Print): _____

Title: _____

Company: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Diesel Fuel, Invitation for Bids

Bid Form

Section 3: Hampshire County Metered Pump Truck

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ _____ per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

FY 2018: January 2018 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2019: January 2019 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2020: January 2020 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature: _____ Date: _____

Name (Please Print): _____

Title: _____

Company: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Diesel Fuel, Invitation for Bids

Bid Form

Section 4: Hampden County Metered Pump Truck

Each Section shall apply only to the Awarding Authorities listed in the Section.

OPTION 1

Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

\$ _____ per Gallon (to 4 decimal places)

OPTION 2

Fixed Price Futures Program

Vendor's Margin and Overhead, as defined in Section A, Item 9 of these bid specifications, for delivered ULS Additive Premium Diesel Fuel:

FY 2018: January 2018 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2019: January 2019 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

FY 2020: January 2020 NYMEX closing price \$ _____ per Gallon (to 4 decimal places)

Extra Kerosene (if requested) Certain Customers may require a blend of extra kerosene and diesel, this is the Margin and Overhead cost per gallon over the New Haven Low spot market price of kerosene, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

Biodiesel Blend (if requested) Certain Customers may require a blend of biodiesel and diesel, this is the Margin and Overhead cost per gallon over the rack price of biodiesel, on the day of delivery, for this service.

\$ _____ per Gallon (to 4 decimal places)

I do hereby agree to supply and deliver ULS Additive Premium Diesel Fuel as specified:

Signature: _____ Date: _____

Name (Please Print): _____

Title: _____

Company: _____

Address: _____ City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Attachment 1 - Trailer Transport

Diesel Fuel, Invitation for Bids
April 24, 2017

Section 1: Trailer Transport

	Number of Locations	Total Gallons
City of Northampton	1	60,000
City of Holyoke	1	76,500
Lower Pioneer Valley Educational Collaborative	2	296,000
Town of Wilbraham	1	30,000
City of Westfield	1	83,000
Totals:	6	545,500

Attachment 1 - Trailer Transport

Section 1

Trailer Transport

Facility:

Tank Capacity:

FY 2016 Diesel Use:

Awarding Authority: City of Northampton
 Contact Person: Donna Lascaleia
 Address: 125 Locust St.
 City/Zip: Northampton, MA 01060
 Phone: 413-587-1570
 Fax: _____

Department of Public Works
125 Locust St.

10,000 gals.

60,000 gals.

Number of Locations: 1
 Sub total gallons: 60,000

Awarding Authority: City of Holyoke
 Contact Person: Mike McManus
 Address: 63 Canal St.
 City/Zip: Holyoke, MA 01040
 Phone: 413-322-5645
 Fax: 413-539-6807

Central Fueling Facility
24 Commercial St.

10,000 gals.

76,500 gals.

Number of Locations: 1
 Sub total gallons: 76,500

Awarding Authority: Lower Pioneer Valley Educational Collaborative
 Contact Person: Charles Crowe
 Address: 174 Brush Hill Ave.
 City/Zip: West Springfield, MA 01089
 Phone: 413-596-9560
 Fax: 413-735-2280

Dept. of Public Works
84 Somers Rd., East Longmeadow

12,000 gals.

78,000 gals.

Note: this location is shared by the Town of East Longmeadow
 East Longmeadow Public Schools and LPVEC.
 LPVEC is the purchaser of record for this location.

Number of Locations: 2
 Sub total gallons: 296,000

Wilbraham Transportation
2045 Boston Rd., Wilbraham

10,000 gals.

105,000 gals.

Awarding Authority: City of Westfield, Purchasing
 Contact Person: Tammy Tefft
 Address: 59 Court St.
 City/Zip: Westfield, MA 01085
 Phone: 413-572-6254
 Fax: 413-572-1708

Public Works Dept.
12 Ponders Hollow Rd.

10,000 gals.

83,000 gals.

Number of Locations: 1
 Sub total gallons: 83,000

Awarding Authority: Town of Wilbraham, Board of Selectmen
 Contact Person: Davie Bourcier
 Address: 2770 Boston Rd.
 City/Zip: Wilbraham, MA 01095
 Phone: 413-596-3122
 Fax: 413-596-2632

Wilbraham Fire Dept.
2770 Boston Rd.

10,000 gals.

30,000 gals.

Number of Locations: 1
 Sub total gallons: 30,000

Estimated Usage: Trailer Transport

432,500 gallons

Attachment 2 - Metered Pump Truck

Diesel Fuel, Invitation for Bids
April 24, 2017

Section 2: Franklin County Metered Pump Truck	Number of Locations	Total Gallons
Town of Bernardston	1	4,500
Town of Conway	1	15,000
Town of Erving	1	6,500
Franklin County Technical School	1	5,300
Town of Greenfield	6	6,500
Town of Shelburne	1	7,078
Totals:	11	40,378
Section 3: Hampshire County Metered Pump Truck	Number of Locations	Total Gallons
Town of Amherst	2	53,821
Town of Belchertown	1	19,428
City of Easthampton	1	15,261
City of Northampton	2	14,000
Totals:	6	102,510
Section 4: Hampden County Metered Pump Truck	Number of Locations	Total Gallons
Town of Agawam	2	32,754
Town of Hampden	1	9,000
Town of Longmeadow	1	28,500
Lower Pioneer Valley Educational Collaborative	1	77,653
Town of Ludlow	2	24,000
Town of Monson	2	31,600
Town of Palmer	1	20,000
Town of Southwick	1	18,000
Southwick - Tolland Regional School District	1	32,000
Town of West Springfield, DPW	4	46,400
City of Westfield	3	19,566
Totals:	19	339,473
Total all Sections:	36	482,361

Attachment 2 - Metered Pump Truck

Section 2

Franklin Metered Pump Truck

	<u>Facility:</u>	<u>Tank Capacity:</u>	<u>FY 2016 Diesel Use:</u>
Awarding Authority: <u>Town of Bernardston</u>	<u>Town Garage</u>	<u>1,000 gals.</u>	<u>4,500 gals.</u>
Contact Person: <u>Hugh Campbell</u>	<u>256 South St</u>		
Address: <u>38 Church St.</u>			
City/Zip: <u>Bernardston, MA 01337</u>			
Phone: <u>413 648-5401</u>			
Fax: <u>413-648-9813</u>			
Number of Locations: <u>1</u>			
Sub total gallons: <u>4,500</u>			
Awarding Authority: <u>Town of Conway</u>	<u>Town Garage</u>	<u>1,000 gals.</u>	<u>15,000 gals.</u>
Contact Person: <u>Ron Sweet</u>	<u>15 Ashfield Rd.</u>		
Address: <u>PO Box 240</u>			
City/Zip: <u>Conway, MA 01341</u>			
Phone: <u>413-369-4235 ext. 10</u>			
Fax: <u>413-369-4237</u>			
Number of Locations: <u>1</u>			
Sub total gallons: <u>15,000</u>			
Awarding Authority: <u>Town of Erving</u>	<u>DPW Facility</u>	<u>500 gals.</u>	<u>6,500 gals.</u>
Contact Person: <u>Bryan Smith</u>	<u>16 Public Works Blvd.</u>		
Address: <u>12 E. Main St.</u>	<u>Paul Press 413-423-3500</u>		
City/Zip: <u>Erving, MA 01344</u>			
Phone: <u>413-422-2800 x 100</u>			
Fax: <u>413-422-2808</u>			
Number of Locations: <u>1</u>			
Sub total gallons: <u>6,500</u>			
Awarding Authority: <u>Town of Gill</u>			
Contact Person: <u>Ray Purington</u>	<u>Public Safety Complex</u>	<u>1,000 gals.</u>	<u>5,300 gals.</u>
Address: <u>325 Main Rd.</u>	<u>196C Main Road</u>		
City/Zip: <u>Gill, MA 01354</u>			
Phone: <u>413-863-9347</u>			
Fax: <u>413-863-7775</u>			
Number of Locations: <u>1</u>			
Sub total gallons: <u>5,300</u>			

Attachment 2 - Metered Pump Truck

Section 2 (cont.)

Franklin Metered Pump Truck

Facility:Tank Capacity:FY 2016 Diesel Use:

Awarding Authority: Town of Greenfield
 Contact Person: Alan Twarog
 Address: 14 Court St.
 City/Zip: Greenfield, Ma 01301
 Phone: 413-772-1528 x6104
 Fax: 413-774-9593

Greenfield Transfer Station
Cumberland Rd.

500 gals.4,000 gals.

Greenfield Police Station
321 High St.

300 gals.500 gals.

Greenfield High School
21 Barr Ave.

408 gals.500 gals.

Greenfield Fire Station
412 Main St.

213 gals.500 gals.

Greenfield Town Hall
14 Court Sq.

415 gals.500 gals.

Number of Locations: 6
 Sub total gallons: 6,500

Greenfield DPW Yard
209 Wells St.

415 gals.500 gals.

Awarding Authority: Town of Shelburne
 Contact Person: Terry Purinton
 Address: 51 Bridge St.
 City/Zip: Shelburne Falls, MA 01370
 Phone: 413-625-0300
 Fax: 413-625-0303

Highway Dept.
24 Colrain Shelburne Rd.
Pete Hillman 413-625-0311

2,000 gals.7,078 gals.

Number of Locations: 1
 Sub total gallons: 7,078

Estimated Usage: Metered Pump Truck

40,378 gallons

Attachment 2 - Metered Pump Truck

Section 3

Hampshire County Metered Pump Truck

Facility:Tank Capacity:FY 2016 Diesel Use:

Awarding Authority: <u>Town of Amherst</u>	<u>Amherst Public Works Dept.</u>	<u>6,000</u> gals.	<u>25,921</u> gals.
Contact Person: <u>Ron Bohonowicz</u>	<u>586 South Pleasant St.</u>		
Address: <u>4 Boltwood Ave.</u>			
City/Zip: <u>Amherst, MA 01002</u>	<u>Amherst Fire Dept.</u>	<u>5,000</u> gals.	<u>27,900</u> gals.
Phone: <u>413-362-1855</u>	<u>603 East Pleasant St.</u>		
Fax: <u>413-549-9890</u>			

Number of Locations: 2
 Sub total gallons: 53,821

Awarding Authority: <u>Town of Belchertown</u>			
Contact Person: <u>Steve Williams</u>	<u>Highway Garage</u>	<u>4,000</u> gals.	<u>19,428</u> gals.
Address: <u>PO Box 670</u>	<u>290 Jackson St.</u>		
City/Zip: <u>Belchertown 01007</u>			
Phone: <u>413-323-0415</u>			
Fax: <u>413-323-0470</u>			

Number of Locations: 1
 Sub total gallons: 19,428

Awarding Authority: <u>City of Easthampton</u>			
Contact Person: <u>Mayor Karen Cadieux</u>	<u>DPW Highway Garage</u>	<u>2,000</u> gals.	<u>15,261</u> gals.
Address: <u>50 Payson Ave.</u>	<u>Northampton St.</u>		
City/Zip: <u>Easthampton, MA 01027</u>			
Phone: <u>413-529-1470</u>			
Fax: <u>413-529-1488</u>			

Number of Locations: 1
 Sub total gallons: 15,261

Awarding Authority: <u>City of Northampton</u>	<u>New Fire Station</u>	<u>1,000</u> gals.	<u>12,000</u> gals.
Contact Person: <u>Donna Lascaleia</u>	<u>26 Carlon Dr.</u>		
Address: <u>125 Locust St.</u>			
City/Zip: <u>Northampton, MA 01060</u>	<u>Flood Control Building</u>	<u>3,000</u> gals.	<u>2,000</u> gals.
Phone: <u>413-587-1570</u>	<u>Hockanum Rd.</u>		
Fax: <u>413-587-1303</u>			

Number of Locations: 2
 Sub total gallons: 14,000

Estimated Usage: Metered Pump Truck 102,510 gallons

Attachment 2 - Metered Pump Truck

Section 4

Hampden County Metered Pump Truck

Facility:Tank Capacity:FY 2013 Diesel Use:

Awarding Authority:	<u>Town of Agawam</u>	<u>DPW Mainenance Garage</u>	<u>6,000 gals.</u>	<u>29,554 gals.</u>
Contact Person:	<u>Christopher Golba, Supt. DPW</u>	<u>1000 Suffield St.</u>	above ground tank	
Address:	<u>1000 Suffield St.</u>			
City/Zip:	<u>Agawam, MA 01101</u>	<u>Agawam Golf Course</u>	<u>3,000 gals.</u>	<u>3,200 gals.</u>
Phone:	<u>413-821-0600</u>			
Fax:	<u>413-821-0631</u>			

Number of Locations: 2
 Sub total gallons: 32,754

Awarding Authority:	<u>Town of Hampden</u>	<u>Highway Garage</u>	<u>4,000 gals.</u>	<u>9,000 gals.</u>
Contact Person:	<u>Board of Selectmen</u>	<u>589 Main St.</u>		
Address:	<u>625 Main St., PO Box 177</u>			
City/Zip:	<u>Hampden, MA 01036</u>			
Phone:	<u>413-566-2151</u>			
Fax:	<u>413-566-2010</u>			

Number of Locations: 1
 Sub total gallons: 9,000

Awarding Authority:	<u>Town of Longmeadow</u>	<u>Tank 3</u>	<u>3,000 gals.</u>	<u>28,500 gals.</u>
Contact Person:	<u>Rich Haraty</u>	<u>31 Pondsides Rd.</u>		
Address:	<u>31 Pondsides Rd.</u>			
City/Zip:	<u>Longmeadow, MA 01106</u>			
Phone:	<u>413-567-3400</u>			
Fax:	<u>413-567-9018</u>			

Number of Locations: 1
 Sub total gallons: 28,500

Awarding Authority:	<u>Lower Pioneer Valley Educational Collaborative</u>			
Contact Person:	<u>Paul Schroeder</u>	<u>Agawam Transportation</u>	<u>1,000 gals.</u>	<u>77,653 gals.</u>
Address:	<u>180 Maple St.</u>	<u>384 Shoemaker Ln., Agawam</u>		
City/Zip:	<u>East Longmeadow, MA 01028</u>			
Phone:	<u>413-525-0003</u>			
Fax:	<u>413-525-7034</u>			

NOTE: This site requires 1 delivery per weekday &
 1 per weekend, during the school year.

Number of Locations: 1
 Sub total gallons: 77,653

Attachment 2 - Metered Pump Truck

Section 4 (cont.)

Hampden County Metered Pump Truck

Facility:Tank Capacity:FY 2016 Diesel Use:

Awarding Authority: <u>Town of Ludlow</u>	<u>Dept. of Public Works</u>	<u>3,000 gals.</u>	<u>21,000 gals.</u>
Contact Person: <u>Ellie Villano</u>	<u>198 Sportman's Rd.</u>		
Address: <u>488 Chapin St.</u>			
City/Zip: <u>Ludlow, MA 01056</u>	<u>Westover Golf Course</u>	<u>1,000 gals.</u>	<u>3,000 gals.</u>
Phone: <u>413-583-5600</u>	<u>South St., Granby</u>		<u>Off Road Use</u>
Fax: <u>413-583-5603</u>			

Number of Locations: 2
 Sub total gallons: 24,000

Awarding Authority: <u>Town of Monson</u>	<u>Monson Highway Garage</u>	<u>5,000 gals.</u>	<u>10,000 gals.</u>
Contact Person: <u>Deborah Mahar</u>	<u>198 R. Main St.</u>		
Address: <u>29 Thompson St</u>			
City/Zip: <u>Monson, MA 01057</u>			
Phone: <u>413-267-4100</u>	<u>Monson Shool Department</u>	<u>1,800 gals.</u>	<u>21,600 gals.</u>
Fax: <u>413-267-3726</u>	<u>29 Thompson St.</u>		

Number of Locations: 2
 Sub total gallons: 31,600

Awarding Authority: <u>Town of Palmer</u>	<u>Highway Dept.</u>	<u>5,000 gals.</u>	<u>20,000 gals.</u>
Contact Person: <u>Andrew Golas</u>	<u>Bridge St., Palmer</u>		
Address: <u>4417 Main St.</u>			
City/Zip: <u>Palmer, MA 01069</u>			
Phone: <u>413-283-2603</u>			
Fax: <u>413-283-2604</u>			

Number of Locations: 1
 Sub total gallons: 20,000

Awarding Authority: <u>Town of Southwick</u>	<u>Town of Southwick</u>	<u>2,000 gals.</u>	<u>18,000 gals.</u>
Contact Person: <u>Bob Johnson</u>	<u>11 Depot St.</u>		
Address: <u>454 College Hwy.</u>			
City/Zip: <u>Southwick, MA 01077</u>			
Phone: <u>413-569-3995</u>			
Fax: <u>413-569-5001</u>			

Number of Locations: 1
 Sub total gallons: 18,000

Attachment 2 - Metered Pump Truck

Section 4 (cont.)

Hampden County Metered Pump Truck

Facility:Tank Capacity:FY 2016 Diesel Use:Awarding Authority: Southwick-Tolland Regional School Dist.Contact Person: Steve PresnalAddress: 86 Powder Mill Rd.City/Zip: Southwick, MA 01077Phone: 413-569-5391 x 118Fax: 413-569-1711School Bus Garage80 B Powder Mill Rd.2,000 gals.32,000 gals.Number of Locations: 1Sub total gallons: 32,000Awarding Authority: Town of West Springfield, DPWContact Person: Bill GuevremontAddress: 430 Westfield St.City/Zip: West Springfield 01089Phone: 413-263-3247Fax: 413-263-3245Fire Department44 Van Deen Ave.6,000 gals.5,500 gals.Department of Public Works430 Westfield St.7,000 gals.40,000 gals.High School emergency gen514 Amostown Rd.750 gals.

above ground tank

700 gals.Number of Locations: 4Sub total gallons: 46,400School Maint emergency gen424 Piper Rd.300 gals.

above ground tank

200 gals.Awarding Authority: City of Westfield, PurchasingContact Person: Tammy TefftAddress: 59 Court St.City/Zip: Westfield, MA 01085Phone: 413-572-6254Fax: 413-572-1708Barnes Airport110 airport Rd.2,000 gals.4,406 gals.Gas & Electric Dept.Sacket St.3,000 gals.11,560 gals.Health Dept.Twiss St.2,000 gals.3,600 gals.Number of Locations: 3Sub total gallons: 19,566

Estimated Usage: Metered Pump Truck

339,473 gallons

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of Business)

Attachment 4

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, § 49A, I certify under penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Business or Corporate Name

by: _____

Signature of Individual Corporate Officer (if applicable)

Attachment 5

BUSINESS REFERENCE FORM

Bidder: _____

Bid: Additive Premium Diesel Fuel

The Bidder must provide 3 business references from Massachusetts based companies, schools, institutions or governments indicating their names, addresses, telephone numbers, contact persons, dates of service and annual volume of diesel service. The references will demonstrate that during at least the past **five** (5) years, the bidder has provided safe and efficient services for organizations which have needs that are similar to those of this cooperative. One reference will be of a former customer no longer buying diesel from the bidder.

Reference Name: _____ Contact: _____

Address: _____ Phone #: () _____

Fax: _____ E-mail: _____

Dates of Service: _____ Product Provided: _____

Approximate Annual Volume: _____ gallons

Reference Name: _____ Contact: _____

Address: _____ Phone #: () _____

Fax: _____ E-mail: _____

Dates of Service: _____ Product Provided: _____

Approximate Annual Volume: _____ gallons

Former Customer:

Reference Name: _____ Contact: _____

Address: _____ Phone #: () _____

Fax: _____ E-mail: _____

Dates of Service: _____ Product Provided: _____

Approximate Annual Volume: _____ gallons



Diesel Fuel
Invitation for Bids
Dated April 24, 2017
Addendum 1
May 5, 2017

1. Page 7, section A, Contract, ¶ 3, Fuel Specifications: Winter Requirements: Cloud Point should read 15°F
2. Page 8, ¶ 5 Spillage: add the following, "Spillage caused by the actions or omissions of the Customer or its agents are the responsibility of the Customer."
3. Page 9, ¶ 9 Determination of Pricing: a. Option 1. The words ULSD Premium shall be replaced with ULS Diesel. (NOTE that this changes the posting in the oil price daily that we will use in this bid so this will change your margins.)

**Please sign the acknowledgment form below.
Enclose it with your bid submission.**

I acknowledge the receipt of Addendum 1 to the LPVEC Diesel Fuel bid:

Signature

Date:

Name (Please Print)

Company

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

SERVING AGAWAM•EAST LONGMEADOW•HAMPDEN-WILBRAHAM•LONGMEADOW•LUDLOW•SOUTHWICK-TOLLAND-GRANVILLE•WEST SPRINGFIELD