

INVITATION TO BID

1. The Board of Directors of the Collaborative will receive sealed bids at the Collaborative Office, 174 Brush Hill Ave., West Springfield, MA 01089 for the following:

Number 2 Heating Fuel Oil

- 2. Bid specifications will be available upon request at the Collaborative Office (413) 735-2200, after 12 noon, Monday, February 10, 2020.
- 3. Bids should be submitted on a standard bid form furnished with the specifications and addressed to the Board of Directors, Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Ave., West Springfield, MA 01089, and received no later than 10:00 a.m., Thursday, February 27, 2020, at which time and place all bids will be publicly opened and recorded.
- 4. Bids signed with the name and address of the bidder should be submitted in a sealed envelope that is plainly marked in the lower left-hand corner, "Bid: No. 2 Heating Fuel Oil".
- 5. The Collaborative Board of Directors, acting for its School Committees and other cooperative bid participants, reserves the right to reject any and all bids or portions thereof as may be in the public interest. The Collaborative Board of Directors, acting for its School Committees and other cooperative bid participants, reserves the right to waive any informalities in the bid as may be in the interest of the Lower Pioneer Valley Educational Collaborative and the other cooperative bid participants.
- 6. Prior to the issuance of a contract or purchase order, The Collaborative reserves the right to request any bidder to submit appropriate information of services, equipment, supplies, material, etc., covered in the bid specification.

Anna Bishop
Acting Executive Director

For: Lower Pioneer Valley Educational Collaborative, Adams-Cheshire RSD, Amherst-Pelham RSD, Town of Amherst, Athol-Royalston RSD, Town of Athol, Belchertown Public Schools, Town of Belchertown, Town of Bernardston, Town of Buckland, Central Berkshire RSD, Chesterfield-Goshen RSD, City of Chicopee, Conway School Committee, Town of Conway, City of East Longmeadow, City of Easthampton, Town of Erving, Frontier Regional School, Gateway RSD, Gill-Montague RSD, Town of Gill, Town of Granville, Town of Greenfield, Hadley School Dept., Hampshire RSD, Holy Cross Parish, City of Holyoke, Town of Huntington, Town of Leverett, Town of Longmeadow, Town of Ludlow, Mohawk Trail RSD, Town of Montgomery, New Salem-Wendell Union School, Town of Palmer, Pioneer Valley RSD, Town of Shelburne, Shutesbury Elementary School, Southern Berkshire RSD, Sunderland School Committee, Town of Sunderland, Ware Public Schools, City of Westfield, Town of Williamsburg and any other entity capable of awarding a contract.

Date: February 10, 2020

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

SPECIFICATIONS for the PURCHASE of #2 HEATING FUEL OIL 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 #2 Heating Fuel Oil for a one year period - July 1, 2020 through June 30, 2021 (fiscal year 2021) with the option of renewing the contract for two additional consecutive years as provided in the contract document (Section A). The specific delivery sites, tank sizes and the fiscal year 2019 fuel oil consumption is included for each delivery site in Attachments 1 and 2. The successful vendors will be expected to execute a separate service contract with each individual Awarding Authority that they have been awarded.

Questions arising from any of the documents comprising this bid proposal must be submitted in writing to Paul Schroeder, LPVEC, 174 Brush Hill Avenue, West Springfield, MA 01089 or via e-mail (pschroeder@lpvec.org) at least two (2) business days prior to the scheduled time of bid opening. Written answers will be on file in the LPVEC Office for review. No questions will be answered orally to any person requesting such.

- 1. Each Awarding Authority has indicated their estimated needs in Attachment 1, Trailer Transport, and Attachment 2, Metered Pump Truck. Trailer Transport deliveries are grouped into 4 zones, Bid Sections 1 through 4. Metered Pump Truck deliveries are grouped into 4 zones, Bid Sections 5 through 8. Each Bid Section will be awarded to the lowest responsible and responsive bidder. Vendors are encouraged to bid on one Bid Section, more than one Bid Section, or all of the Bid Sections included in this bid. A vendor can bid on only Trailer Transport Deliveries or only Metered Pump Truck Deliveries or on both types of deliveries.
- 2. This bid has two options for pricing (see Section A, item 9 on page 7):
 - A. Option 1 is the daily New Haven Low Spot Market pricing. Award of Option 1 shall be based as indicated in the bid specifications.
 - B. Option 2 is a Fixed Price Futures Program 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. Award of Option 2 and the determination of the Fixed Price shall be based as indicated in the bid specification. The remaining usage will be priced according to Option 1.
- 3. Bid Sections have the following bid Differentials for each option.
 - A. For Trailer Transport deliveries (7,000 gallons or more per delivery) Sections 1-4.
 - B. For Metered Pump Truck deliveries (less than 7,000 gallons per delivery) Sections 5 8.
- 4. Each Awarding authority shall notify the vendor when the Fixed Price Futures Program gallons commitment shall be purchased. Each Awarding authority shall

indicate a starting date for the Fixed Price Futures Program price to start. Fuel ordered before the starting date will be priced according to Option 1, daily New Haven Low Spot Market pricing. The Fixed Price Futures Program price will end when the contracted number of gallons has been delivered. Any remaining fuel deliveries will be priced according to Option 1.

- 5. 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 or environmental fees in the prices quoted as they will be factored in after the bid award.** The Awarding Authorities will provide tax exempt certificates when requested.
- 6. The following attachments to this Bid are included:

Attachment 1: List of participating Awarding Authorities, their estimated annual oil use by locations and Bid Forms for each Bid Section 1 - 4 for Trailer Transport delivery.

Attachment 2: List of participating Awarding Authorities, their estimated annual oil use by locations and Bid Forms for each Bid Section 5 - 8 for Metered Pump Truck delivery.

Attachment 3: Certificate of Financial Interest Disclosure and Non-Collusion.

Attachment 4: Certificate of Tax Compliance.

Attachment 5: Business Reference Form.

Attachment 6: Sample "Buy Order" Form.

- 7. Separate contracts will be awarded by each Awarding Authority in this Cooperative Bid. Each Awarding Authority reserves the right to select the bid that best meets its requirements. Each Awarding Authority will be billed separately.
- 8. Upon mutual agreement of the successful bidder for a Bid Section and any Awarding Authority not included in this bid, but within the boundaries of a Bid Section defined in this bid, that new Awarding Authority may join this Cooperative Bid and have the same terms and agreements extended to it as the other bid participants.
- 9. Certain Awarding Authorities have facilities with dual fuel heating capability. These facilities have the option of burning #2 fuel oil or natural gas. These facilities are identified in attachments 1 and 2 as "dual fuel". The listing of their fuel oil consumption is for informational purposes only to give an estimate of the possible total volume of fuel oil deliveries. Listing of fuel oil consumption for any location is for estimating purposes only and does not in any way guarantee the amount of, or use of, fuel oil at each location.

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 oil supply and delivery.

Submit an original and two (2) copies of each bid. All bids must be received at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Ave., West Springfield, MA 01089, 413-735-2200 by 10:00 a.m., Thursday, February 27, 2020. At that time and place, all bids received will be opened and publicly read. **Bids received after the deadline <u>cannot</u> be considered by law.** Bids must be <u>sealed</u> and plainly marked "BID: #2 Heating Fuel Oil" on the lower left-hand corner of the envelope. Bids may be corrected, modified or withdrawn by written addendum or request before 10:00 a.m., Thursday, February 27, 2020. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before April 30, 2020.

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 involved in that bidder's bid.

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 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, which must be provided, and the references checked by the Lower Pioneer Valley Educational Collaborative or the Awarding Authority.

If the contract is awarded to a bidder who did not submit the lowest price, the Lower Pioneer Valley Educational Collaborative or the Awarding Authority, 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 reserve 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 reserve the right to waive any informalities in the bid as may be in its best interest.

This Invitation for Bids is subject to the statutory regulations of M.G.L. C 30b, Uniform Procurement Laws of the Commonwealth of Massachusetts.

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 (Bid Participant) 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:

Please read this document carefully. You will be bound by these terms and conditions.

New provisions in this contract for delivery are under 4. b. & c.

Attached here is Section A Minimum Contract Document

CONTRACT

THIS CONTRACT is entered into by and between the

whose principal office is located at

(hereinafter referred to as "Customer")

and whose principal office is located at

<NAME OF THE VENDOR>
<ADDRESS>
<CITY. STATE ZIPCODE>

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

In consideration of the Contract Price to be paid Vendor, as set forth in Exhibit A, (Supplier's bid dated February 27, 2020), hereto, for the Purchase and Delivery of Fuel Oil, 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 #2 Heating Fuel Oil, Invitation for Bids, dated February 10, 2020 and amended, and the bid response by the Vendor, dated February 27, 2020, 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. <u>Oil Specification</u>: Heating Fuel Oil #2 distillate will comply with the American Society of Testing Material, and fuel oil specifications ASTM D-396 amended to comply with regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws.

The Customer reserves the right to take samples of oil 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 oil is substandard, the Vendor shall 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. If the Vendor cannot deliver standard compliant fuel within 24 hours, the Customer will purchase compliant fuel from another source 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.

It is anticipated that Massachusetts regulations will implement a change in sulfur content to ULS (.0015% or lower) sulfur content on July 1, 2018. At that time the LPVEC Bid Coordinator and the awarded Vendor will determine that either the current #2 Oil posting at New Haven reflects the switch to ULS or that another posting at New Haven in the Oil Price Daily is more reflective of the new product required to calculate the pricing under Option 1 in item 9.c. of this contract. There can be no modification of the bid margins unless there is an emergency situation as described in item 9. f. The Vendor will notify the Customer of any pending changes as they are revealed.

4. <u>Delivery</u>: The Vendor must contact the Customer to establish operational detail about delivery prior to July 1, 2020. Deliveries are to be made within 48 hours or two working days from the time of notification. Delivery of oil must be made on days and during hours that are acceptable to the Customer.

- a. If a site requests an emergency delivery due to its own neglect to order fuel in a timely manner 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.
- b. Auto-Delivery: Certain small tank sites require automatic delivery by the vendor based on degree day estimated use or a regularly scheduled periodic delivery.
- c. If a site requests an emergency delivery due to the negligence of the Vendor to make a delivery with two working days of an order OR the failure of the Vendor to make timely delivery to a site on Auto-Delivery there will be no extra charge for delivery after hours. Any costs related to re-starting the oil burner(s) or for the closure of a facility due to no heat, will be charged to the Vendor as credit against the cost of oil delivered. Charges can include the cost of repair to burst pipes and the liability of equipment not being available for use such as fire fighting pump trucks. The list of possible charges is not limited to those enumerated here. The Customer may, at its own discretion, order oil from a third party to meet the emergency. The difference between costs from the third party and the Vendor shall be charged back to the Vendor.
- d. The Customer shall be responsible to keep clear and accessible the fill pipes and access to the fill pipes. If the Customer schedules a delivery and fails to keep the area clear and accessible 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. In certain cases, the Customer may request a split load shipment of a Trailer Transport delivery. The Vendor shall be entitled to an additional charge not to exceed \$27.50 per 15 minutes that each extra 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. It is understood that the delivery person of the motor carrier has the final say as to how much oil 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 oil than the tank can safely take, the delivery person will unload as much oil 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.
- g. 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.
- h. Deliveries must be in compliance with all applicable Local, State and Federal laws and regulations.
- 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

the either case, the Vendor must provide a written summary to the contact person, setting forth the response actions taken.

- 6. **Measurement:** The quantity of fuel oil delivered shall be calculated as follows:
 - a. For Trailer Transport deliveries (7,000 gallons or more per delivery) a verified copy of the 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 delivery trucks to verify the quantity being delivered. Further, facilities management personnel may choose to physically measure the oil level in a storage tank before and after a delivery ("sticking") in order to verify the amount delivered.

7. **Billing:**

- a. All invoices for fuel oil 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. <u>Term of Service</u>: This contract is for the fiscal year commencing July 1, 2020 and ending June 30, 2021 (contract year). This contract may be renewed up to two additional twelve month periods to a maximum of 3 years. 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. Renewal of the contract will be awarded at the sole discretion of the Customer and is not subject to agreement or acceptance by the Vendor.
- 9. <u>Determination of Pricing</u>: There are two options and two differentials for determining the price for fuel under this contract. In each case the charged price is determined by an indexed 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. The differentials are: Differential A, Trailer Transport delivery; and Differential B, Metered Pump Truck delivery.
 - a. Differential A, Trailer Transport delivery, is defined as any delivery that can be served by a tractor trailer rig and accept a minimum of 7,000 gallons of fuel oil per delivery.
 - b. Differential B, Metered Pump Truck delivery, is defined as any delivery that must be served by a metered pump truck or cannot take a minimum of 7,000 gallons of fuel oil per delivery.
 - c. Option 1, the daily New Haven Low Spot Market Price is defined as the low price for "No. 2 Oil, New Haven" as listed in the Opis Publication's, Oil Price Daily, posted rack price for the day that the oil is delivered by the Vendor PLUS the Margin and Overhead bid price differential that the Vendor was awarded as set forth in Exhibit A.
 - d. Option 2, the Fixed Price Futures Program is defined as the settle price for "Heating Oil No. 2" on the New York Mercantile Exchange (NYMEX), as posted by NYMEX Future Prices, for January of 2021 (or subsequent year upon following years of this contract) on the day that the Customer or its Designee

informs the Vendor to lock on a futures price PLUS the Margin and Overhead bid price differentials that the Vendor was awarded as set forth in Exhibit A.

- 1) The Customer or its Designee will inform the Vendor, in writing by facsimile transmission or email, using a "Buy Order" form, by noon on the day that the Customer wishes the Vendor to lock on futures pricing. The Customer may lock on the following winter's fixed price any time from January 2 through October 31 of the calendar year in which the heating season starts (i.e. January 2, 2020 through October 31, 2020 for the heating season of 2020-2021).
- 2) Futures pricing for subsequent years, if this contract is extended under the conditions of item 6 Term of Service, will be based on the NYMEX January settlement price of the following year plus the differential that the Vendor was awarded in Exhibit A.
- 3) The Customer may, at its sole discretion, appoint a Designee to lock on the Fixed Price Future as its agent.
- 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 as Exhibit A.
- f. Cash Market Blow Out: It is understood that under extreme circumstances the "Cash Market" (the price the wholesale supplier of oil 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 Index prices, 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 then 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 oil 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 d. The Customer is required by contract to take delivery and pay for the number of gallons of oil 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 contract 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, 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 oil 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 oil.
- 11. <u>Determination of the Start and End of the Fixed Price</u>: The Customer or its Designee will have the sole discretion as to when the Fixed Price under Option 2, the Fixed Price Futures Program, goes into effect and will indicate a start date in the "Buy Order" document. The Customer may buy oil off the Option 1, daily

New Haven Low Spot Market Price before taking oil 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 oil that it committed to the Fixed Price Futures Program. Once the contracted amount of oil is delivered under the Fixed Price Futures Program, the Customer will buy oil at the Option 1, Daily New Haven Low Spot Market 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 oil 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.
- 13. <u>Title</u>: The Vendor shall warrant good title to all fuel delivered. Title of the fuel will pass to the Customer after delivery.
- 14. <u>Incorporated by Reference</u>: The Supplier's bid, Certificate of Non-Collusion, Certificate of Tax Compliance and any other submissions, and the Lower Pioneer Valley's Invitation for Bids are hereby incorporated into this contract.
- 15. <u>Liability Insurance</u>: 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. <u>Liability</u>: The Vendor is responsible for paying for any damage they cause at a site. 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. Amendments/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. <u>Personnel</u>: 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 oil it has committed to the Fixed Price Futures Program to the Lower Pioneer Valley Educational Collaborative or to any other Awarding Authority participating in the Lower Pioneer Valley Educational Collaborative's Cooperative Bid for #2 Fuel Heating Oil.

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 oil 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 fuel 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.
- 23. <u>Indemnification</u>: 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, subcontractors, 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. <u>Notices:</u> 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:
 - <NAME>
 - <ADDRESS>
 - <CITY, STATE ZIPCODE>

with a copy to:

- <NAME>
- <ADDRESS>
- <CITY, STATE ZIPCODE>
- b) In the case of a notice or other communication to the Customer:
- <NAME>
- <ADDRESS>
- <CITY, STATE ZIPCODE>
- with a copy to:
- Paul W. Schroeder, L.V.P.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.

26. 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, provided that the Vendor faxes or emails a copy of the invoice to the Customer the same day as the billing, with a hard copy to follow. The faxed or emailed invoice will constitute the date of receipt of invoice.
- 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.
- 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.
- 27. **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.

- 28. <u>Application and Survival of Certain Provisions</u>: 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.
- 29. **Kerosene Blend or Winter Additive:** In the event that the Customer requires a blend of kerosene with the #2 fuel oil, the gallons of kerosene will be documented for each delivery as required in Section 8. Measurement. The kerosene gallons will be charged at the <u>low</u> price for "Kerosene, New Haven" as listed in the OPIS Publication, Oil Price Daily, posted rack rate, for the day that the oil is delivered by the Vendor PLUS the Margin and Overhead bid price differential that the Vendor was awarded, as set forth in Exhibit A, for Option 1, daily New Haven Low Spot Market Price (Section 9.c.). The Vendor and the Customer will determine the need for added kerosene or a winter additive based on weather conditions, tank location and historical experience.
- 30. 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.
- 31. 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, 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.

32. Fiscal year; appropriation:

- a. 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 subject to the appropriation to the Customer of funds sufficient to discharge the Awarding Authority's obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Contract.
- 33. 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.
- 34. <u>Contractor's Representations and Certifications</u>: 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.
- 35. 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.
- 36. 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.
- 37. **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.
- 38. <u>Captions</u>: 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.
- 39. <u>Binding of Successors</u>: 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).
- 40. <u>Tax Exempt Certification</u>: 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 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.)
- 41. <u>Full Agreement</u>: This contract and any properly executed amendments to this contract constitute the entire contract between the Customer and the Vendor.

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

<name of="" the="" vendor=""></name>	<name customer="" of="" the=""></name>		
By: <printed name=""></printed>	By: <printed name=""></printed>		
Its: <title></td><td>Its: <TITLE></td><td></td></tr><tr><td>Date:</td><td>Date:</td><td></td></tr><tr><td></td><td><pre></td><td>_</td></tr><tr><td></td><td><TITLE></td><td></td></tr></tbody></table></title>			

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. Price will be stated in dollars per gallon, to four decimal places, for the Contractor's margin and overhead, on the Bid Form, delivered to the listed facilities of each Awarding Authority listed in the Bid Section. The bid price (margin & overhead) will be divided into two parts: one for Option 1, the daily New Haven Low Spot Market Price and one for Option 2, the Fixed Price Futures Program. Do not include taxes or fees in your bid price.
- 2. Bidders may bid on either or both the Trailer Transport deliveries or/and the Metered Pump Truck deliveries for one, several or all the listed Bid Sections. Bidders must give a bid for both Option 1, the daily New Haven Low Spot Market Price and Option 2, the Fixed Price Futures Program for each Bid Section that it bids on to be considered as responsive.
- 3. The bids will be awarded to the lowest Margin and Overhead price submitted for each Bid Section. In the case of multiple low bids, a weighted average of 70% Option 2 and 30% Option 1 will be used to determine the lowest bid.
- 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 each awarding Authority of any revocation and/or cancellation, at least 15 days before said revocation or cancellation becomes effective. If the insurance policy is revoked or canceled and no new insurance policy issued, the contract may be terminated. The contractor will hold each Awarding Authority harmless of and from any liability as a result of the contractor's operations under this contract
- 5. The bidder must be in compliance with any and all Federal and State requirements involved with the sale and transportation of fuel oil.

SECTION B. Minimum Evaluation Criteria (cont.)

- 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 or governments indicating their names, addresses, telephone numbers, contact persons, dates of service and annual volume of oil 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 oil 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 of joint venture partners, bank reference and availability of access to sufficient capital, to handle contracts of this size. The bidder will also demonstrate that it has the ability to contract for oil futures, or use other financial instruments, to insure the fixed futures price for the volume of oil under contract. 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 a signed Tax Compliance Certificate, 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 deposits 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 30 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

1. Submit an original and two (2) copies of each bid. All bids must be received at the Lower Pioneer Valley Educational Collaborative, 174 Brush Hill Ave., West Springfield, MA 01089, 413-735-2200 by 10:00 a.m., Thursday, February 27, 2020. At that time and place, all bids received will be opened and publicly read. **Bids received after the deadline** cannot be considered by law. Bids must be sealed and plainly marked "BID: #2 Heating Fuel Oil" on the lower left-hand corner of the envelope. Bids may be corrected, modified or withdrawn by written addendum or request before 10:00 a.m., Thursday, February 27, 2020. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before April 30, 2020.

Checklist of Submissions:

- 2. <u>Signed</u> bid(s) to agree to provide the service and goods in accordance with this specification.
- 3. Signed Certificate of Non-collusion, attachment 3.
- 4. Signed Tax Compliance Certificate, attachment 4.
- 5. Insurance certificate or binder for all applicable insurance as described in section B4.
- 6. References described in this specification, section B8, on the form provided (attachment 5).
- 7. Financial narrative as described in this specification, section B9.
- 8. 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.

Section 1: Berkshire County 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, paragraph 9 of these	bid specifications, for delivered oi	l:
		per Gallon
	OPTION 2 Fixed Price Futures Program	
Vendor's Margin and Overhead A, Paragraph 9 of these bid spec	above the January NYMEX closing cifications, for delivered oil:	ng price, as defined in Section
	\$(to 4 decir	per Gallon pal places)
I do hereby agree to supply and	deliver #2 fuel oil as specified:	
Signature:		Date:
Name (Please Print):		
Title:		
Company:		
Address:		
City/State/Zip:		
Phone:F	Fax: E-mail	l :

Section 2: Franklin County 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, paragraph 9 of these bid specifications, for delivered oil:

Section A, paragraph 9 of these bid specifications, for	delivered oil:	
	\$(to 4 decimal places)	
OPTION 2 Fixed Price Futures		
Vendor's Margin and Overhead above the January NY A, Paragraph 9 of these bid specifications, for delivered		defined in Section
	\$(to 4 decimal places)	per Gallon
I do hereby agree to supply and deliver #2 fuel oil as s	pecified:	
Signature:		Date:
Name (Please Print):		-
Title:		_
Company:		_
Address:		_

Phone: ______ Fax: _____ E-mail: _____

City/State/Zip: _____

Section 3: Hampshire County 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, paragraph 9 of these bid specifications, for delivered oil:

Section A, paragraph 9 of these	bid specifications, for delivered oi	l:
		per Gallon
	OPTION 2 Fixed Price Futures Program	
Vendor's Margin and Overhead A, Paragraph 9 of these bid spec	above the January NYMEX closing cifications, for delivered oil:	ng price, as defined in Section
	\$(to 4 decir	per Gallon pal places)
I do hereby agree to supply and	deliver #2 fuel oil as specified:	
Signature:		Date:
Name (Please Print):		
Title:		
Company:		
Address:		
City/State/Zip:		
Phone:F	Fax: E-mail	l :

Section 4: Hampden County 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, paragraph 9 of these bid specifications, for delivered oil:

Section A, paragraph 9 of these	bid specifications, for delivered oi	l:
		per Gallon
	OPTION 2 Fixed Price Futures Program	
Vendor's Margin and Overhead A, Paragraph 9 of these bid spec	above the January NYMEX closing cifications, for delivered oil:	ng price, as defined in Section
	\$(to 4 decir	per Gallon pal places)
I do hereby agree to supply and	deliver #2 fuel oil as specified:	
Signature:		Date:
Name (Please Print):		
Title:		
Company:		
Address:		
City/State/Zip:		
Phone:F	Fax: E-mail	l :

Section 5: Berkshire 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, paragraph 9 of these bid specifications, for delivered oil:

\$_______ per Gallon (to 4 decimal places)

OPTION 2 Fixed Price Futures Program

Vendor's Margin and Overhead above the January NYMEX closing price, as defined in Section A, Paragraph 9 of these bid specifications, for delivered oil:

\$ _____ per Gallon

		(to 4 decimal place	ces)
I do hereby agree to	supply and deliver #2 fuel of	il as specified:	
Signature:			Date:
Address:			
City/State/Zip:Phone:	Fax:	E-mail·	

Section 6: 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, paragraph 9 of these bid specifications, for delivered oil:

Section 11, paragraph 9 of these old specifications, for	delivered off.	
	\$(to 4 decimal places)	per Gallon
OPTION 2 Fixed Price Futures		
Vendor's Margin and Overhead above the January NY A, Paragraph 9 of these bid specifications, for delivere		defined in Section
	\$(to 4 decimal places)	per Gallon
I do hereby agree to supply and deliver #2 fuel oil as s	pecified:	
Signature:		Date:
Name (Please Print):		-
Title:		_
Company:		_
Address:		_

Phone: _____ Fax: ____ E-mail: ____

City/State/Zip: _____

Section 7: Hampshire County Metered Pump Truck

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

Company: _____

City/State/Zip: ______ Fax: _____ E-mail: _____

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, paragraph 9 of these bid specifications, for delivered oil:

	\$(to 4 decimal	per Gallon places)
	OPTION 2 ce Futures Program	
Vendor's Margin and Overhead above the Ja A, Paragraph 9 of these bid specifications, for	• • •	rice, as defined in Section
	\$(to 4 decimal	per Gallon
I do hereby agree to supply and deliver #2 for	uel oil as specified:	
Signature:		Date:
Name (Please Print):		
Title:		

Section 8: 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 Se

Section A, paragraph 9 of these bid specif	fications, for delivered oil:	•
	\$(to 4 decimal places	
Fixed F	OPTION 2 Price Futures Program	
Vendor's Margin and Overhead above the A, Paragraph 9 of these bid specifications	•	as defined in Section
	\$(to 4 decimal places	_ per Gallon s)
I do hereby agree to supply and deliver #2	2 fuel oil as specified:	
Signature:		_ Date:
Name (Please Print):		
Title:		
Company:		
Address:		
City/State/Zip:		
Phone:Fax:	E-mail:	

Attachment 1, Trailer Transport Delivery

FY 2021

No. 2 Heating Fuel Oil, Invitation for Bids

Section 1: Berkshire County Trailer Transpo	ort	Number of Locations	Total Gallons	
Central Berkshire Regional School District		1	17,614	3 Dual Fuel
Southern Berkshire Regional School District		1	17,740	0 2 00 00.
_	otals:	2	35,354	<u> </u>
Section 2:Franklin County Trailer Transport		Number of	Total	
		Locations	Gallons	
Athol-Royalston Regional School District		1	30,000	
Town of Erving		1	7,326	
Gill-Montague Regional School District		3	36,000	2 Dual Fuel
Mohawk Trail Regional School District		1	25,000	
Pioneer Valley Regional School District		2	58,000	
Shutesbury Elementary School		1	11,015	
Sunderland School Committee		1	16,500	
T	otals:	10	183,841	
Section 3: Hampshire County Trailer Transp	ort	Number of	Total	
		Locations	Gallons	
Amherst-Pellham RSD/ Amherst Sch/ Pelham S	Sch	2	0	2 Dual Fuel
Amherst Public Schools		2	59,900	
Belchertown Public Schools		3	100,860	
Gateway Regional School District		1	64,026	
Hadley School Department		2	45,000	1 Dual Fuel
Hampshire Regional School District		1	36,759	
Ware Public Schools		2	76,700	
Westhampton Public Schools		1	8,014	
T	otals:	14	391,259	_
Section 4: Hampden County Trailer Transpo	ort	Number of	Total	
		Locations	Gallons	
Chicopee Public Schools		8	85,304	4 Dual Fuel
Town of Ludlow / School Dept.		2	26,000	1 Dual Fuel
Town of Palmer		2	55,000	2 Dual Fuel
City of Westfield		11	45,000	14 Dual Fuel
	otals:	23	211,304	_
Total all Sec	tions:	49	821,758	
		• •		

Attachment 1, Trailer Transport Delivery

Mt Everett/Undermontain/SBRSI

491 Berkshire School Rd.

10,000 gals.

15,000 gals.

17,614 gals.

17,740 gals.

Section 1

Berkshire County Trailer Transport Facility: Tank Capacity: FY 2019 #2 Oil Use:

Awarding Authority: Central Berkshire Regional School District

Contact Person: Jason Dion

Address: PO Box 299 Kittredge Elementary School Maple St., Hinsdale

City/Zip: Dalton, MA 01227

Phone: 413-684-0320 x3 Fax: 413-684-1520

Number of Locations: 1 Sub total gallons: 17,614

Awarding Authority: Southern Berkshire RSD

Contact Person: Judy Houle

Address: PO Box 339

City/Zip: Sheffield, MA 01257 Phone: 413-229-8778 x 303

Fax: 413-229-2913

Number of Locations: 1 Sub total gallons: 17,740

> Estimated Usage: Trailer Transport 35,354 gallons

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Attachment 1, Trailer Transport Delivery

Section 2				
Franklin County Trailer	Transport	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Contact Person: Address: City/Zip: Phone:	PO Box 968 Athol, MA 01331 978-249-2400 978-249-2402	Athol-Royalston Middle School 1062 Pleasant St.	<u>12,000</u> gals.	<u>30,000</u> gals.
City/Zip: Phone:	Bryan Smith Town Hall, 12 E. Main St. Erving, MA 01344 413-422-2800 x100 413-422-2808	Wastewater Treatment Plant River Rd.	10,000 gals. Above Ground	<u>7,326</u> gals.
Contact Person: Address:	35 Crocker Ave.	Dist. Hillcrest Elementary School Griswold St., Turners Falls	10,250 gals.	18,000_ gals.
Phone:	Turners Falls, MA 01376 413-863-9325 413-863-4560	Sheffield Elementary School Crocker Ave., Turners Falls	2 @ 10,000 gals. Dual Fuel	<u>18,000</u> gals.
Number of Locations:	3	Turners Falls High School/	10,000 gals.	gals.

Great Falls Middle School

Turnpike Rd., Montague

Above Ground

Dual Fuel

36,000

Sub total gallons:

Attachment 1, Trailer Transport Delivery

Section 2 cont.

Franklin County Trailer Transport Facility: Tank Capacity: FY 2019 #2 Oil Use:

Awarding Authority: Mohawk Trail Reg. School Dist.

Contact Person: Robin Pease Buckland-Shelburne Elementary 10,000 gals. 25,000 gals.

Address: 24 Ashfield Rd. 75 Mechanic St., Shelburne

City/Zip: Shelburne Falls, MA 01370

Phone: 413-625-0192 x20 Fax: 413-625-0196

Number of Locations: 1 Sub total gallons: 25,000

Awarding Authority: Pioneer Valley RSD <u>Pioneer Valley Regional School</u> <u>20,000</u> gals. <u>40,000</u> gals.

Contact Person: Tanya Gaylord 97 F. Sumner Turner Rd.

Address: 97 F. Sumner Turner Rd.
City/Zip: Northfield, MA 01360 Northfield Elementary 10,000 gals. 18,000 gals.

Phone: 413-498-2911 104 Main St., Northfield

Fax: 413-498-0045

Number of Locations: 2 Sub total gallons: 58,000

Awarding Authority: Shutesbury Elementary School

Contact Person: Matt Foster Shutesbury Elementary School 10,000 gals. 11,015 gals.

Address: 18 Pleasant St. 23 W, Pelham Rd.

City/Zip: Erving, MA 01344
Phone: 413-423-3337

Fax: 413-423-3236

Number of Locations: 1

Sub total gallons: 11,015

Awarding Authority: Sunderland School Committee

Contact Person: Shelley Poreda Sunderland Elementary School 10,000 gals. 16,500 gals.

183,841 gallons

Address: Swampfield Dr. Old Amherst Rd.

City/Zip: Sunderland, MA 01375

16,500

Phone: 413-665-1155 Fax: 413-665-8506

Estimated Usage: Trailer Transport

Number of Locations: 1

Sub total gallons:

2/9/2020 TT Page 4 Paul W. Schroeder

Attachment 1, Trailer Transport Delivery

Section 3	Non Tools on out	Es ellitus	Tank Oan ask n	EV 0040 #0 0:111
Hampshire County Trai	lier Transport	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: An Contact Person: Do	oug Slaughter	Amherst-Pelham Reg. Middle 170 Chestnut St.	15,000 gals. Dual Fuel	<u>0</u> gals.
City/Zip: An Phone: 41	70 Chestnut St. mherst, MA 01002 3-362-1815 3-549-9883	Amherst-Pelham Reg. Sr. High 21 Matoon St.	19,700 gals. Dual Fuel	<u>0</u> gals.
Jumber of Locations:	2			
Sub total gallons:	0			
Awarding Authority: An	nherst Public Schools	Crocker Farm School	10,000 gals.	28,100 gals.
Contact Person: Do		280 West St.	g	g
	0 Chestnut St.	_		
	mherst, MA 01002	Wildwood School	10,000 gals.	31,800 gals.
	3-362-1815 3-549-9883	71 Strong St.		
lumber of Locations:	2			
Sub total gallons:	59,900			
Cas total galleries	00,000			
		Jabish Brook Middle School	10,000 gals.	28,020 gals.
Contact Person: Eri		62 North Washington St.		
Address: PC	D Box 841 elchertown, MA 01007	Chestnut Hill Comm. School	10 000 gala	25 040 gala
	13-323-0423 x102	59 State St.	10,000 gals.	25,940_gals.
	3-323-0448	39 State St.		
lumber of Locations:	3	Belchertown High School	10,000 gals.	46,900 gals.
Sub total gallons:	100,860	59 State St.	ga	g
3	,			
Awarding Authority: Ga	ateway Regional School I	Dist.		
Contact Person: Ste		Gateway Regional HS/MS/Elem	20,000 gals.	64,026 gals.
	Littleville Rd.	12 Littleville Rd., Huntington		
	untington, MA 01050			
	3-685-1027			
	3-667-8739			
lumber of Locations:	1			

Sub total gallons:

64,026

Attachment 1, Trailer Transport Delivery

Section 3 cont.		Casilia o	Tauli Canasitus	EV 2040 #2 Oil Hear
Hampshire County Trailer T	ransport	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Hadley	/ School Dept.	Hopkins Academy	10,000 gals.	22,000 gals.
Contact Person: Anne M		131 Russell St.	g	g
Address: 125 Ru				
City/Zip: Hadley		Hadley Elementary	12,500 gals.	23,000 gals.
Phone: 413-58	36-0822	11 River Dr.	Dual Fuel	
Fax: 413-58				
lumber of Locations:	2			
Sub total gallons:	45,000			
	e Jones ge Rd. ampton, MA 01027	ol Dist. Hampshire Regional School 19 Stage Rd., Westhampton	10,000 gals.	36,759 gals.
Phone: 413-52				
Fax: 413-52				
lumber of Locations:	1 36,759			
Sub total gallons:	30,739			
Awarding Authority: Ware F Contact Person: Andy F	Paquette	Ware Elementary School 4 Gould Rd.	10,000 gals.	<u>20,200</u> gals.
Address: PO Bo				
City/Zip: Ware,		Ware Middle/High Schools	<u>20,000</u> gals.	<u>56,500</u> gals.
Phone: 413-96 Fax: 413-96		West St.		
lumber of Locations: Sub total gallons:	2 76,700			
Awarding Authority: Westha	ampton Public Scho	ols		
Contact Person: Bobbie		Westhampton Elementary	10,000 gals.	8,014 gals.
Address: 19 Sta		37 Lings Hwy., Westhampton		
· · · · · · · · · · · · · · · · · · ·	ampton, MA 01027			
Phone: 413-52				
Fax: 413-52				
lumber of Locations:	1			
Sub total gallons:	8,014			

Estimated Usage: Trailer Transport 391,259 gallons

2/9/2020 TT Page 6 Paul W. Schroeder

Attachment 1, Trailer Transport Delivery

Section 4 Hampden County Trailer Transport	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Trainipuer County Trailer Trainsport	<u>r acmty.</u>	тапк Сараспу.	1 1 2019 #2 Oil Ose.
Awarding Authority: Chicopee Public Schools	Barry School	10,000 gals.	33,801_gals.
Contact Person: John Miarecki	44 Connell St.		
Address: 480 Broadway	5 . 6	40.000	44.000
City/Zip: <u>Chicopee, MA 01020</u> Phone: <u>413-594-3511</u>	Bowie School 80 D.A.R.E. Way	10,000 gals.	14,000_gals.
Fax: 413-594-3427	60 D.A.R.E. Way		
1 dx. 110 001 0121	Lambert Lavoie	10,000 gals.	0 gals.
	99 Kendall St.	Dual Fuel	
	Selser School	10,000 gals.	<u>20,500</u> gals.
	12 D.A.R.E. Way		
	Streiber School	10,000 gals.	17,003 gals.
	40 Streiber Dr.	g	g
	Fairview Middle School	10,000 gals.	0 gals.
	26 Memorial Ave.	Dual Fuel	
	Chicopee Academy	10,000 gals.	0 gals.
	650 Front St.	8,000 gals.	<u>_</u> _g
	Chicopee High School	20,000 gals.	0 gals.
Number of Locations: 8	820 Front St.	Dual Fuel	
Sub total gallons: 85,304	Comprehensive High School	15,000 gals.	0 gals.
Cub total gallorio.	617 Montgomery St.	Dual Fuel	<u></u> galo.
	9		
Awarding Authority: Town of Ludlow / School D		0.000	
Contact Person: Darlene Cincone Address: 63 Chestnut St.	Chapin Street School 766 Chapin St.	8,000 gals. Dual Fuel	<u>0</u> gals.
City/Zip: Ludlow, MA 01056	766 Chapin St.	Duai Fuei	
Phone: 413-583-5663	Veterans Park School	10,000 gals.	26,000 gals.
Fax: 413-589-7841	486 Chapin St.		
Number of Locations: 2			
Sub total gallons: 26,000			
Assemble a Authority Town of Polynon	October Middle Och cal	45.000	00.000
Awarding Authority: Town of Palmer Contact Person: Nichole Parker	Converse Middle School 24 converse St.	<u>15,000</u> gals.	30,000 gals.
Address: 24 Converse St.	24 CONVENSE St.		
City/Zip: Palmer, MA 01069	Wastewater Treatment Plant	20,000 gals.	25,000 gals.
Phone: 413-283-2650	Norbell St.	U	5
Fax: 413-283-2655			

Number of Locations: 2

55,000

Sub total gallons:

Attachment 1, Trailer Transport Delivery

Section 4 (cont.) Hampden County Trailer T	ransport	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Contact Person: Address: City/Zip: Westfield, MA 01085 Phone: 413-572-6254 Fax: 413-572-1708	my Tefft ourt St.	Munger Hill Elementary 33 Mallard Ln.	10,000 gals. Interruptable. Nat. Gas	4,000 gals.
	Westfield High School 177 Montgomery Rd.	15,000 gals. Int. Nat. Gas	<u>0</u> gals.	
	Westfield Middle School South 30 W. Silver St.	2 @ 10,000 gals. Int. Nat. Gas	10,000_gals.	
		Westfield Vocational Tech High 33 Smith Ave. (upper level) 33 Smith Ave. (lower level)	12,000 gals. Int. Nat. Gas 2 @ 12,000 gals.	5,000 gals. 5,000 gals.
		Abner Gibbs School 50 W. Silver St.	10,000 gals. Int. Nat. Gas	<u>0</u> gals.
		Franklin Avenue School 22 Franklin Ave.	10,000 gals. Int. Nat. Gas	2,000 gals.
		Highland School 34 western Ave	10,000 gals. Int. Nat. Gas	5,000 gals.
		Russell Elem School 155 Highland Ave, Russell, MA	10,000 gals.	<u>0</u> gals.
	Paper Mill School 148 Paper Mill Rd.	10,000 gals. Int. Nat. Gas	5,000 gals.	
	Southampton Rd. School 330 Southampton Rd.	10,000 gals. Int. Nat. Gas	4,000 gals.	
Number of Locations: Sub total gallons:	11 45,000	Westfield Middle School North 350 Southampton Rd.	10,000 gals. Int. Nat. Gas	5,000 gals.

Estimated Usage: Trailer Transport 211,304 gallons

Attachement 2, Metered Pump Truck Deliveries

FY 2021

No. 2 Heating Fuel Oil, Invitation for Bids

Section 5: Central Berkshire County Me	etered Pui	mp Truck	Deliveries	
Central Berkshire Regional School District	t	2	17,000	
Southern Berkshire Regional School Distr	ict	6	9,496	
•	Totals:	8	26,496	_
Section 6: Franklin County Metered Pu	ımp Truck			
Athol Royalston Regional School District		2	42,000	
Town of Athol		7	27,201	
Town of Bernardston		6	7,626	
Town of Buckland		3	3,002	
Conway School Committee		1	12,500	
Town of Conway		2	1,800	
Town of Erving		8	27,039	
Gill-Montague Regional School District		1	9,323	
Town of Gill		4	4,401	
Town of Greenfield		3	11,000	
Town of Leverett		4	19,227	
Mohawk Trail Regional School District		3	21,751	2 Dual Fuel
New Salem/Wendell Union School District	İ	1	7,441	
Pioneer Valley Regional School District		2	21,250	
Board of Selectmen, Town of Shelburne		8	12,043	
Town of Sunderland	_	4	9,000	
	Totals:	59	236,604	
	_			
Section 7: Hampshire County Metered	Pump Iru			
Pelham School		1	7,000	
Town of Amherst		16	33,729	
Belchertown Public Schools		4	41,135	
Town of Belchertown		12	35,800	
Town of Chester		6	2,783	
Chesterfield-Goshen Regional School Dis	trict	1	4,784	
City of Easthampton		8	15,392	
Town of Williamsburg	_	6	14,352	_
	Totals:	54	154,975	
Section 8: Hampden County Metered P	umn Truc	k Deliver	ies	
Chicopee Public Schools	ump muo	4	22,888	
City of Chicopee		4	8,075	
Town of East Longmeadow		6	6,778	2 Dual Fuel
Gateway Regional School District		1	11,062	2 Duai i uei
Town of Granville		4	15,205	
Holy Cross Parish		3	9,500	
City of Holyoke		3 1	5,000	
Town of Longmeadow		3	16,866	
Town of Ludlow		2	•	
		_	2,550	
Montgomery Board of Selectmen		3 13	4,289	
Town of Palmer		_	20,300	
City of Westfield	Totala:	2 46	3,800	_
	Totals:	40	126,313	

Total all Sections:

167

544,388

Attachement 2, Metered Pump Truck Deliveries

Section 5 Berkshire County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:	
Awarding Authority: Central Berkshire RSD Contact Person: Jason Dion Address: PO Box 299	Becket Elementary School Maple St., Becket	6,000 gals.	<u>15,847</u> gals.	
City/Zip: Dalton, MA 01227 Phone: 413-684-0320 x3 Fax: 413-684-1520	Central Office 254 Hinsdale Rd., Dalton	<u>278</u> gals.	<u>1,153</u> gals.	
lumber of Locations: 2 Sub total gallons: 17,000				
Awarding Authority: Southern Berkshire RSD Contact Person: Judy Houle Address: PO Box 339	Maintenance Building 491 Berkshire School Rd.	<u>550</u> gals.	2,155_gals.	
City/Zip: Sheffield, MA 01257 Phone: 413-229-8778 x 303 Fax: 413-229-2913	Yellow House 491 Berkshire School Rd.	<u>550</u> gals.	475_gals.	
lumber of Locations: 6 Sub total gallons: 9,496	Waste Water Treatment Plant 491 Berkshire School Rd.	<u>550</u> gals.	<u>230</u> gals.	
oub total gallons. 9,490	South Egremont School South Egremont	<u>550</u> gals.	752 gals.	
	Monterey School Monterey	<u>275</u> gals.	448_gals.	
	New Marlborough School Mill River	<u>8,000</u> gals.	<u>5,436</u> gals.	
Estimated Usage: Metered Pump Truck 26,496 gallons				

Section 6			
Franklin County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Athol-Royalston RSD Contact Person: Lynn Bassett	Athol High School 2363 Main St.	<u>5,000</u> gals.	<u>30,000</u> gals.
Address: PO Box 968 City/Zip: Athol, MA 01331 Phone: 978-249-2400 Fax: 978-249-2402	Royalston Community School 96 Winchendon Rd., Royalsto	6,000 gals. n	<u>12,000</u> gals.
Number of Locations: 2 Sub total gallons: 42,000			
Awarding Authority: Town of Athol Contact Person: Shaun Suhoski Address: 584 Main St.	DPW Main Garage 338 Unity Ave.	4 @ 275 gals.	4,723_gals.
City/Zip: Athol, MA 01331 Phone: 978-249-2496 Fax: 978-249-4960	Water Treatment Facility 338 Unity Ave., Rear	275 gals. outside tank	868 gals.
1 ax. <u>370 243 4300</u>	Mechanics Garage 338 Unity Ave.	<u>250</u> gals.	<u>860</u> gals.
	WW Treatment Plant, Headwo	ork2,000 gals.	5,241_ gals.
	Athol Town Hall 584 Main St.	<u>3,000</u> gals.	<u>11,345</u> gals.
	Nature Center 100 Main St.	<u>850</u> gals.	1,625_ gals.
Number of Locations: 7 Sub total gallons: 27,201	Athol Fire Station 2251 Main St.	1,000 gals.	2,539_ gals.
Awarding Authority: Town of Bernardston Contact Person: Hugh Campbell Address: 38 Church St.	Town Hall 38 Church St.	2 @ 275 gals.	2,108 gals.
City/Zip: Bernardston, MA 01337 Phone: 413 648-5401 Fax: 413 648-9318	Fire Station 18 Church St	<u>275</u> gals.	<u>822</u> gals.
1 a.c. <u>110 010 0010</u>	Library 28 Church St	1,000 gals.	<u>474</u> gals.
	Senior Center 20 Church St	2 @ 330 gals.	<u>2,545</u> gals.
Number of Locations: 6	Police Station 256 South St.	2 @ 275 gals.	<u>477</u> gals.
Sub total gallons: 7,626	Highway Dept. 257 South St.	2 @ 275 gals.	<u>1,200</u> gals.

Section 6 (cont.) Franklin County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Town of Buckland Contact Person: Heather Butler	Town Hall 17 State St.	<u>2@ 275</u> gals.	1,144 gals.
Address: 17 State St. City/Zip: Shelburne Falls, MA 01370 Phone: 413-625-6167	Highway Garage 50 Conway St.	<u>275</u> gals.	<u>281</u> gals.
Fax: 413-625-8570 Number of Locations: 3 Sub total gallons: 3,002	Police Dept. 69 1/2 Conway St.	<u>330</u> gals.	1,577 gals.
Awarding Authority: Conway School Committee Contact Person: Shelley Poreda Address: Fournier Dr. City/Zip: Conway, MA 01341 Phone: 413-665-1155 Fax: 413-665-8506 Number of Locations: 1 Sub total gallons: 12,500	Conway Grammer School 24 Fournier Dr.	<u>5,000</u> gals.	<u>12,500</u> gals.
Awarding Authority: Town of Conway Contact Person: Ron Sweet Address: PO Box 240	Fire House 17 Ashfield Rd.	500 gals. underground	600 gals.
City/Zip: Conway, MA 01341 Phone: 413-369-4235 Fax: 413-369-4237 Number of Locations: 2 Sub total gallons: 1,800	Highway - Fire Dept. 15 Ashfield Rd.	<u>275</u> gals.	1,200 gals.
Awarding Authority: Town of Erving Contact Person: Bryan Smith	Erving Elementary School 28 Northfield Rd.	<u>4,000</u> gals.	<u>14,069</u> _gals.
Address: Town Hall, 12 E. Main St. City/Zip: Erving, MA 01344 Phone: 413-422-2800 x100	Union #28/Senior Center 18 Pleasant St.	5,000 gals.	3,546_gals.
Fax: 413-422-2808	Erving Center Fire Station East Main St.	1,500 gals.	1,844_ gals.
	Town Hall 12 E. Main St.	2 @ 275 gals.	gals.
	Historical Building East Main St.	<u>275</u> gals.	414_ gals.
	Ervingside Library Moore St. (Rt. 63)	<u>500</u> gals.	<u>579</u> gals.
Number of Legations:	Police Station Mountain Rd.	<u>500</u> gals.	2,001_gals.
Number of Locations: 8 Sub total gallons: 27,039	Ervingside Fire Dept. Route 63	2,000 gals.	1,817_gals.

Section 6 (cont.) Franklin County Meter	ed Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Contact Person: Address: City/Zip: Phone:	35 Crocker Ave. Turners Falls, MA 01376 413-863-9325 413-863-4560	ol District Gill Elementary School Boyle Rd., Gill	<u>3,000</u> gals.	<u>9,323</u> gals.
Awarding Authority: Contact Person:	Ray Purington	Riverside Municipal Building 54 French King Hwy.	2 @ 275 gals.	<u>0</u> gals.
City/Zip: Phone:	325 Main Rd. Gill, MA 01354 413-863-9347 413-863-7775	Public Safety Complex 196 Main Rd. outside tankneeds Kerosene	500 gals.	3,447 gals.
T dx.	410 000 1110	Slate Memorial Library 332 Main Rd.	275 gals.	301 gals.
Number of Locations: Sub total gallons:	4 4,401	Town Hall 325 Main Rd.	<u>275</u> gals.	<u>653</u> gals.
Awarding Authority: Contact Person:	Alan Twarog	Water Pollution Control Facility off Deerfield St.	y <u>4,000</u> gals.	4,500 gals.
City/Zip: Phone:	14 Court Square Greenfield, Ma 01301 413-772-1528 ext. 104 413-773-9593	Greenfield Fire Station 402 Main St.	3 @ 330 gals. Dual Fuel	<u>5,000</u> gals.
Number of Locations: Sub total gallons:	3	Vet's Field House at the High School	<u>1,000</u> gals.	<u>1,500</u> gals.
	Marjorie McGinnis	Bradford Field library Shutesbury Rd.	<u>175</u> gals.	<u>299</u> gals.
City/Zip: Phone:	PO Box 300 Leverett, MA 01054 413-548-9699 413-548-9150	North Fire Station No. Leverett Rd.	<u>1,000</u> gals.	1,091_gals.
Number of Locations:	4	Town Hall Montague Rd.	2 @ 175 gals.	<u>1,153</u> gals.
Sub total gallons:	19,227	Elementary School Safety Complex	<u>5,000</u> gals.	16,684 gals.
Contact Person:	Mohawk Trail Reg. School Dist. Robin Pease 24 Ashfield Rd.	Sanderson Academy 808 Cape St., Ashfield	5,000 gals. dual fuel wood pellet	<u>649</u> gals.
City/Zip: Phone:	Shelburne Falls, MA 01370 413-625-0192 x20 413-625-0196	Colrain Central School 22 Jacksonville Rd., Colrain	<u>5,000</u> gals.	21,102 gals.
Number of Locations: Sub total gallons:	3 21,751	Hawlemont Regional School School St., Charlemont	10,000 gals. dual fuel wood pellet	<u>4,000</u> gals.

Attachement 2, Metered Pump Truck Deliveries

Section 6 (cont.) Franklin County Meter	red Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Contact Person: Address: City/Zip: Phone:		School District Swift River School 201 Wendell Rd., New Salem	<u>2 @ 1,000</u> gals.	7,441_gals.
Awarding Authority: Contact Person:	Pioneer Valley RSD Tanya Gaylord	Bernardston Elementary School 37 School Rd., Bernardston	ol5,000 gals.	13,250 gals.
Address: City/Zip: Phone: Fax: Number of Locations: Sub total gallons:	97 F. Sumner Turner Rd. Northfield, MA 01360 413-498-2911 413-498-0045 2 21,250	Warwick Community School 41 Winchester Rd., Warwick	<u>550</u> gals.	8,000 gals.
Contact Person:	Town of Shelburne Terry Mosher 51 Bridge St.	Memorial Hall 51 Bridge St.	500 gals.	<u>750</u> gals.
City/Zip: Phone:	Shelburne Falls, MA 01370 413-625-0300	Arms Library Bridge & Main Streets	<u>500</u> gals.	1,543 gals.
rax:	413-625-0303	Shelburne Library Shelburne Center Rd.	<u>250</u> gals.	<u>350</u> gals.
		Cowell Gymnasium 51 Maple St.	2 @ 275 gals.	3,019 gals.
		Town Garage Colrain-Shelburne Rd.	2 @ 275 gals.	<u>1,323</u> gals.
		Senior Center 7 Main St.	2 @ 250 gals.	<u>1,785</u> gals.
		Shelburne Fire Dept. Little Mohawk Rd.	2 @ 250 gals.	<u>1,042</u> gals.
Noveles of Leading	0	Arms Academy Maple St.	2 @ 270 gals.	<u>1,831</u> gals.
Number of Locations: Sub total gallons:		Village Information Center 75 Bridge St.	275_gals.	400 gals.
Awarding Authority: Contact Person: Address:	Town of Sunderland Sherry Patch	Town Office Building 12 School St.	3 @ 330 gals.	2,710 gals.
City/Zip:	12 School St. Sunderland, MA 01375	Public Safety Complex	1,000 gals.	4,799 gals.
Phone: Fax:	<u>413-665-1441</u> <u>413-665-1086</u>	105 River Rd.	outside tank	needs kerosene
. un.	110 000 1000	Graves Building 109 N. Main St.	275 gals.	<u>595</u> gals.
Number of Locations:	4	Highway Garage	330 gals.	896 gals.
Sub total gallons:	9,000	111 River Rd.	needs weekly delivery	in coldest months

Estimated Usage: Metered Pump Truck

240,604 gallons

Attachement 2, Metered Pump Truck Deliveries

Section 7 Hampshire County Metered	d Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use
Phone: 413	ug Slaughter Chestnut St. herst, MA 01002	Pelham School Amherst Rd., Pelham	<u>8,000</u> gals.	<u>7,000</u> gals.
Number of Locations: Sub total gallons:	1 7,000			
Awarding Authority: Tow Contact Person: Ant	hony Delaney	Department of Public Works 586 So. Pleasant St.	4,000 gals.	3,458_gals.
Phone: 413	herst, MA 01002	Transfer Station Belchertown Rd.	275 gals. 1,000 gals.	2,721_gals.
		Atkins Water Treatment Plant Market Hill Rd.	<u>4,000</u> gals.	8,041 gals.
		Centennial Water Treatment Plant Amherst Rd., Pelham	<u>1,500</u> gals. 275 gals.	2,476_gals.
		Well #3 (by Railroad Tracks) Warren Sright Rd., Belchertown	150 gals.	<u>0</u> gals.
		Well #4 South East St.		<u>0</u> gals.
		Baby Carriage Brook WTP South East St.	2,500 gals.	1,931_gals.
		Chlorine Building (WWTP) Mullins Way	275_gals.	<u>360</u> gals.
		West Street Pumping Station West St.	275_gals.	<u>0</u> gals.
		Stanley Street Pumping Station Stanley St.	275_gals.	<u>0</u> gals.
		Amherst Fire Dept. 68 North Pleasant St.	<u>550</u> gals.	<u>2035</u> gals.
		Monson Library South Amherst Common	275 & 330 gals.	<u>2291</u> gals.
		East Street School 31 So. East St.	2@275_gals.	<u>1860.5</u> gals.
		Waste Water Treat,emt Plant Mullins Way	3,000 gals.	4,662_gals.
Number of Locations: Sub total gallons:	16 33,729	Mill River Pool Montague Road, Rte 63	<u>275</u> gals.	<u>350</u> gals.
		South Amherst Campus	2@275_gals.	3,543_gals.

1001 So. East St.

Attachement 2, Metered Pump Truck Deliveries

Section 7 (cont.)	Facility is	Taula Oan anitan	EV 0040 #0 03111
Hampshire County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Belchertown Public Schools Contact Person: Eric Lebeau	Center-Main Office 14 Maple St.	<u>5,000</u> gals.	<u>3,085</u> gals.
Address: PO Box 841			
City/Zip: <u>Belchertown, MA 01007</u> Phone: 413-323-0426 x102	Tadgell School 7 Berkshire Ave.	1,100 gals.	7,000 gals.
Fax: 413-323-0448	 -	0.000	47.470
	Swift River Elementary 57 State St.	8,000 gals.	<u>17,150</u> gals.
Number of Locations: 4	Cold Spring School	5,000 gals.	13,900 gals.
Sub total gallons: 41,135	57 State St.	gais.	gais.
Awarding Authority: Town of Belchertown Contact Person: Steve Williams	Town Hall	<u>990</u> gals.	<u>7,500</u> gals.
Address: PO Box 306	2 Jabish St.		
City/Zip: Belchertown, MA 01007 Phone: 413-323-0415	Finerty House 1 South Main St.	<u>275</u> gals.	<u>950</u> gals.
Fax: 413-323-0470			
	Recreation Dept 66 State St., Building 1	660 gals.	4,500_gals.
	Freedom Hall	660 gala	4 500 gals
	66 State St., Building 2	660 gals.	4,500 gals.
	Tadgell	500 gals.	500 gals.
	7 Berkshire Ave.		
	Library	660 gals.	3,500 gals.
	19 South Main St.		
	EMS Building	<u>500</u> gals.	1,500 gals.
	9 East Walnut St.		
	Highway Garage 290 Jackson St.	<u>775</u> gals.	3,000 gals.
	Old Town Hall 28 Park St.	660 gals.	2,700 gals.
	Waste Water Pump	250 gala	250 golo
	159 Bay Rd	250 gals.	<u>250</u> gals.
	Waste Water Treatment	5,000 gals.	2,500 gals.
	175 George Hannum	<u></u>	<u>, </u>
Number of Locations: 12	Fire Station	660 gals.	4,400 gals.
Sub total gallons: 35,800	10 North Main St.		

Attachement 2, Metered Pump Truck Deliveries

Section 7 (cont.) Hampshire County Me	tered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
	Kathe Warden 15 Middlefield Rd.	Town Hall 15 Middlefield Rd.	<u>500</u> gals.	882_gals.
	Chester, MA 01011 413 354-7760	Fire Station 300 Route 20	1,000_gals.	<u>302</u> gals.
		Fire Station 268 Bromley Rd	660 gals.	<u>230</u> gals.
		DPW 2 Town Rd	3,000 gals.	950 gals.
		Hamilton Library 195 Route 20	<u>275</u> gals.	401_gals.
Number of Locations: Sub total gallons:	6 2,783	Jail Museum 220 Route 20	<u>275</u> gals.	<u>18</u> gals.
Contact Person: Address: City/Zip: Phone: Fax: Number of Locations:	19 Stage Rd. Westhampton, MA 01027 413-527-7200 x5571 413-529-9497 1	School District Chesterfield-Goshen School 30 Smith rd., Chesterfield	5,000 gals.	4,784_gals.
	City of Easthampton	Center Street School	<u>990</u> gals.	<u>7483.5</u> gals.
Address: City/Zip:	Nichole LaChapelle 50 Payson Ave. Easthampton, MA 01027 413-529-1470	Waste Water Treatment Plant	<u>7,000</u> gals.	6184_gals.
Fax:	413-529-1488	Sewer Dept. Garage	<u>275</u> gals.	<u>871.5</u> gals.
		Lovefield St. Pump Station (sewer)	330_gals.	<u>188.5</u> gals.
		Hendrick St. Pump Station	275_gals.	<u>269.4</u> gals.
		Liberty St. Pump Station	330 gals.	<u>395.1</u> gals.
Number of Locations:	8	Nonotuck St. Pump Station	275_gals.	<u>0</u> gals.
Sub total gallons:	15,392	Lovefield St. Pump Station (water)	330 gals.	0 gals.
Contact Person:	Town of Williamsburg Selectmen's Office	Police & fire Station 16 South Main St., Haydenville	330 gals.	1451_gals.
City/Zip: Phone:	PO Box 447 Haydenville, MA 01039 413-268-8418	Fire Station 5 North Main St., Williamsburg	330 gals.	<u>789</u> gals.
Fax:	413-268-8409	Haydenville Library 136 Main St., Haydenville	100 gals.	<u>131</u> gals.
		Highway Garage 24 Main St., Williamsburg	1,000 gals.	<u>2765</u> gals.
		Helen E.James Building 16 Main St., Williamsburg	<u>1,000</u> gals.	6,443_gals.
Number of Locations: Sub total gallons:	6 14,352	Meekins Library 2 Williams St., Willamsburg	2 @ 275 gals.	<u>2,773</u> gals.

Estimated Usage: Metered Pump Truck 154,975 gallons

Section 8 Hampden County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Chicopee Public Schools	Administration Building	2,000 gals.	6,209 gals.
Contact Person: John Miarecki	180 Broadway		
Address: 180 Broadway			
City/Zip: Chicopee, MA 01020	Southwick Street School	5,000 gals.	<u>7,911</u> gals.
Phone: <u>413-594-3511</u> Fax: <u>413-594-3427</u>	10 Southwick St.		
Fdx. 413-394-3421	Bowe School	5,000 gals.	8,129 gals.
	115 Hampden St.	gais.	<u>0,120</u> galo.
Number of Locations: 4	Maintenance Building	<u>250</u> gals.	639 gals.
Sub total gallons: 22,888	816 James St.		
Awarding Authority City of Chicanas	Chicanas Falls Branch Library	27F golo	1 110 golo
Awarding Authority: <u>City of Chicopee</u> Contact Person: <u>Brian Salamon</u>	Chicopee Falls Branch Library	<u>275</u> gals.	<u>1,118</u> gals.
Address: 17 Springfield Street			
City/Zip: Chicopee, MA 01013	Fire Station #3	1,000 gals.	gals.
Phone: 413-594-1556		g	9
Fax: 413-594-2057			
	Maintenance Garage	<u>1,000</u> gals.	2,307 gals.
	Szot Park		
Number of Locations: 4	- ·		
Sub total gallons: 8,075	Stadium	<u>3 @ 330</u> gals.	<u>4,650</u> gals.
	Szot Park		
Awarding Authority: Town of East Longmeadow	Service Building	1000 gals.	4,653 gals.
Contact Person: Bruce Fenny	84 Somers Rd.		
Address: 60 Center Sq.			
City/Zip East Longmeadow, MA 0102		2 @ 275 gals.	611 gals.
Phone: 413-525-5400 ex.1202	Pease Rd.		
Fax: 413-525-5413	Senior Center	2@220 asla	0 golo
	228 North Main	3@330 gals. Dual fuel	<u>0</u> gals.
	220 NOTH MAIN	Dualiuci	
	Pine Knoll	<u>330</u> gals.	287 gals.
	1974 Allen St.		
	Vineland Pump Station	2 @ 275 gals.	697 gals.
	74 Vineland Ave.		
Number of Legations 6	Historical Building	27F golo	F20 gala
Number of Locations: 6 Sub total gallons: 6,778	Historical Building 25 Maple St.	<u>275</u> gals.	<u>530</u> gals.
oub total galloris. 0,110	23 Maple St.		

Attachement 2, Metered Pump Truck Deliveries

Section 8 (cont.) Hampden County Metered F	ump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Gatew Contact Person: Steph Address: 12 Litt City/Zip: Huntir Phone: 413-66 Fax: 413-66 Number of Locations: Sub total gallons:	anie Fisk leville Rd. ogton, MA 01050 35-1027	Chester Elementary School 325 Middlefield Road Chester, MA 01011	6,000 gals.	<u>11,062</u> gals.
Awarding Authority: Town Contact Person: Matt S		Town Hall 707 Main Rd.	<u>1,000</u> gals.	<u>1,546</u> gals.
City/Zip: Granv Phone: 413-3: Fax: 413-3:	ille, MA 01034 57-8585	Town Barn Old Westfield Rd.	<u>275</u> gals.	<u>751</u> gals.
Fax. 413-3:	37-0002	Town Library 1 Granby Rd.	<u>2 @ 275</u> gals.	1,416 gals.
Number of Locations: Sub total gallons:	4 15,205	Town Hall 707 Main Rd.	10,000 gals.	<u>11,492</u> gals.
Awarding Authority: Holy C Contact Person: Kate K Address: 221 P	Kelly	Holy Cross Church	<u>2 @ 275</u> gals.	3,000 gals.
City/Zip: Spring Phone: 413-7	field, MA 01118 33-4111	Holy Cross Annex	2 @ 330 gals.	3,100 gals.
Fax: 413-76 Number of Locations: Sub total gallons:	3 9,500	Holy Cross Rectory	<u>2 @ 330</u> gals.	3,400 gals.
Awarding Authority: City of Contact Person: Lori B Address: 536 D City/Zip: Holyol Phone: 413-3: Fax: 413-5:	elanger wight St., Rm. 15 ke, MA 01040 22-5650	DPW Garage 63 canal St.	<u>7,500</u> gals.	<u>5,000</u> gals.

Number of Locations:

Sub total gallons:

5,000

Section 8 (cont.)				
Hampden County Met	tered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Contact Person:		#1 Office/Garage	550 & 275 gals.	<u>0</u> gals.
City/Zip:	31 Pondside Rd. Longmeadow, MA 01106 413-567-3400	#3 Parks Dept.	<u>330</u> gals.	6,366 gals.
Fax: Number of Locations: Sub total gallons:		Emerson Rd Pump Station	1,000 gals	10,500 gals.
Awarding Authority:		Whitney Park (Town of Ludle	ow) <u>1,000</u> gals.	1,500 gals.
Contact Person:	488 Chapin St.	Howard St.		
	Ludlow, MA 01056	Westover Golf Course	275 gals.	1,050 gals.
	413-583-5600	Granby Rd.		
	413-583-5603			
Number of Locations:	2			
Sub total gallons:	2,550			
	Montgomery Board of Selection		0 @ 000!-	0.0701-
Contact Person:	161 Main Rd.	Town Hall 161 Main Rd.	2 @ 330 gals.	2,279 gals.
	Montgomery, MA 01085	101 Maiii Ru.		
	413-862-3386	Highway Dept.	330 gals.	1,016 gals.
	413-862-3204	160 Main Rd.		
Number of Locations:	3	Fire Dept	<u>275</u> gals.	<u>994</u> gals.
Sub total gallons:	4,289	158 Main Rd.		

Attachement 2, Metered Pump Truck Deliveries

Section 8 (cont.)			
Hampden County Metered Pump Truck	Facility:	Tank Capacity:	FY 2019 #2 Oil Use:
Awarding Authority: Town of Palmer	Memorial Hall	1,500 gals.	2,500 gals.
Contact Person: Nicole Parker	29 Central St.		
Address: 4417 Main St.	5 1 5 1	200	0.000
City/Zip: Palmer, MA 01069	Park Dept.	<u>880</u> gals.	2,000 gals.
Phone: 413-283-2603 Fax: 413-283-2604	Legion Field		
Fax. 413-263-2004	Palmer Public Library	500 gals.	7,000 gals.
	455 N. Main St.		
	Cemetary Department	275 gals.	800 gals.
	Rathbone St.	_	
	Highway Dept.	<u>5,000</u> gals.	2,000 gals.
	Bridge St.		
	0: :: "4	0.000	4.000
	Station #1	<u>2,000</u> gals.	1,000 gals.
	Station #2	2,000 gals.	1,000 gals.
			·
	Station #3	<u>2,000</u> gals.	1,000 gals.
	Station #4	2,000 gals.	1,000 gals.
	Station #5	<u>2,000</u> gals.	1,000 gals.
	Station #6	500 gals.	1,000 gals.
		<u> </u>	
Number of Leastings 40	PRA #1	<u>500</u> gals.	<u>0</u> gals.
Number of Locations: 13 Sub total gallons: 20,300	PRA #2	500 gals.	0 gals.
Awarding Authority: City of Westfield, Purchasing			4 000
Contact Person: Tammy Tefft	ParkSide Academy	<u>275</u> gals.	1,000 gals.
Address: 59 Court St.	38 Parkside Ave		
City/Zip: Westfield, MA 01085 Phone: 413-572-6254	Maintenance Warehouse	3 @ 330 gals.	2,800 gals.
Fax: 413-572-1708	W. Silver St.	<u>3 @ 330 g</u> ais.	<u>2,000</u> yais.
1 ax. +10 012 1100	11. 011701 01.		
Number of Locations: 2			
Sub total gallons: 3,800			

Estimated Usage: Metered Pump Truck ______ 126,313 gallons

Attachment 3

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 propo	 sal)
(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 l	belief, complied with the law of the
Commonwealth relating to taxes,	reporting of employees and contractors, and
withholding and remitting child su	pport.
Social Security Number or Federal Identification Number	Business or Corporate Name

Signature of Individual Corporate Officer (if applicable)

Attachment 5 BUSINESS REFERENCE FORM

Bidder:		
Bid: #2 Heating Fuel Oil		
The Bidder must provide 3 but companies, schools, institution addresses, telephone number volume of oil service. The reference (5) years, the bidder organizations which have need the reference will be from a former service.	ins or governments incomes or governments incomes, do erences will demonstrate and that are similar to the safe and that are similar to the safe and	dicating their names, ates of service and annual ate that during at least the d efficient services for those of this cooperative. One
Reference Name:		Contact:
Address:		Phone #: ()
Fax:	_ E-mail:	
Dates of Service:	Product Provided:	
Approximate Annual Volume:	9	gallons
Reference Name:		_ Phone #: ()
Fax:	_ E-mail:	
Dates of Service:	Product Provided:	
Approximate Annual Volume:	<u></u>	gallons
Former Customer: Reference Name: Address:		
Fax:		
Dates of Service:		
Approximate Annual Volume:	9	gallons

Attachment 6

SAMPLE NOTICE OF BUY ORDER

Number 2 Heating Fuel Oil

TRAILER TRANSPORT DELIVERIES Section 1

	(date)
Oil Bid of the Lower Pioneer Valley Educat Massachusetts Fuel Cooperative. By execut	rice Future Program as defined by the #2 Heating Fuel tional Collaborative and Participants in the Western ing this Buy Order, the signator agrees to the terms Oil Bid. This order is also considered as a contract efined in the bid.
New York Mercantile Exchange, Heating O	of #2 Heating Fuel Oil at the fixed price based on the bil No. 2, futures settle price for January 2015, as contract Margin and Overhead price of \$ 0.0000 as for Trailer Transport deliveries, Section 1.
The receipt of the Fixed Future Priced Fuel continue until the above specified amount o	will commence on, 2014 and fuel is delivered.
listed above is used, will be purchased based	e fixed price begins or after the number of gallons d on the Boston Low Spot Market Price plus the 2000 as awarded from the #2 Heating Fuel Oil Bid for ashire County Trailer Transport.
THIS BUY ORDER IS MADE TO:	Vendor
	Name and address
	Phone:
	Fax:
By:	
(signature of authorized buyer)	
	(print name)
	(
	(address)
Phone:	Fax:

Notice: This buy order must be received by your supplier by 12 noon of the day you wish to fix the futures price. Follow up with a phone call to make sure they got it.