



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, January 30, 2023.
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 11:00 a.m., Thursday, February 16, 2023, 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
Director of Finance and Operations

For: Lower Pioneer Valley Educational Collaborative, 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, Town of Chester, 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 Greenfield, Hadley School Dept., Hampshire RSD, Town of Leverett, 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: January 30, 2023

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE

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

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

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, 2023 through June 30, 2024 (fiscal year 2024) 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 2022 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 one (1) copy 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 11:00 a.m., Thursday, February 16, 2023. 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 11:00 a.m., Thursday, February 16, 2023. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before April 30, 2023.

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 60 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

<FILL IN YOUR LEGAL NAME HERE>

whose principal office is located at

<ADDRESS>

<CITY, STATE ZIPCODE>

(hereinafter referred to as "Customer")

and

<NAME OF THE VENDOR>

whose principal office is located at

<ADDRESS>

<CITY, STATE ZIPCODE>

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

In consideration of the Contract Price to be paid Vendor, as set forth in Exhibit A, (Supplier's bid dated February 16, 2023), 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 January 30, 2023 and amended, and the bid response by the Vendor, dated February 16, 2023, 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. **Oil Specification:** 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.

4. **Delivery:** The Vendor must contact the Customer to establish operational detail about delivery prior to July 1, 2023. 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 and 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, 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.
 - 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. Spillage caused by the actions or omissions of the Customer or its agents are the responsibility of the Customer.
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. **Term of Service:** This contract is for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (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. **Determination of Pricing:** 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 2024 (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, 2023 through October 31, 2023 for the heating season of 2023-2024).

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 than the extreme circumstances that cause this condition.

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

a. The Customer or its Designee will inform the Vendor of how many gallons of 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. Determination of the Start and End of the Fixed Price: 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. **Title:** The Vendor shall warrant good title to all fuel delivered. Title of the fuel will pass to the Customer after delivery.
14. **Incorporated by Reference:** The 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. **Liability Insurance:** The Vendor shall provide a minimum general liability insurance coverage of \$1,000,000 and Workers' Compensation insurance as required by the Commonwealth of Massachusetts. The Vendor shall provide motor vehicle liability insurance in the amount of \$500,000 per person and \$1,000,000 per incident, including all risk property damage. The Vendor is required to furnish a certificate of insurance with the Customer named as Certificate Holder. In addition, the insurance company will agree to give notification to the Customer of any revocation and/or cancellation in accordance with policy provisions. A new certificate will be sent upon annual renewal or if there is a change in Insurance Company. If the insurance policy is revoked or canceled and no new insurance policy issued, this contract may be terminated at the sole discretion of the Customer. The Vendor will hold the Customer harmless of and from any liability as a result of the Vendor's operations under this contract.
16. **Liability:** 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. **Personnel:** The Vendor represents that there has been or will be secured all personnel required for the performance of the work, services, and/or items to be provided under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Customer. All of the services required hereunder will be performed by the Vendor or under the supervision of the Vendor, and all personnel engaged in the work shall be fully qualified.
20. **Independent Contractor:**
 - a. It is expressly acknowledged by the parties hereto that the Vendor is an independent contractor, and nothing in this Contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship between the Vendor and the Customer. No rights or benefits of an employee of the Customer shall accrue or be vested in the Vendor under any personnel policies or benefit plans maintained by the Customer for the benefit of its employees. The Vendor shall not

be entitled to any payment from the Customer in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the Customer and arising out of the Contractor's duties hereunder.

- b. Neither federal, nor state income tax, nor payroll tax of any kind will be withheld or paid by the Customer on behalf of the Vendor or the employees of the Vendor. The Vendor will not be treated as an employee with respect to the work performed hereunder for federal and state tax purposes. The Vendor understands that it is responsible to pay, according to law, its income tax. If the Vendor is not a corporation, the Vendor further understands that the Vendor may be liable for self-employment (social security) tax.

21. **Assignability:** The Vendor agrees not to assign or subcontract this Contract, or the compensation to be received under it, in whole or in part without the prior written consent of the Customer and no such assignment or subcontracting shall be valid or binding upon the Customer without such consent. Subject to the foregoing provisions, this Contract shall inure to the benefit of and be binding upon the representatives, successors or assigns of the parties hereto.

The Customer shall have the right to assign any and all 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. **Indemnification:** The Vendor shall release, indemnify and hold harmless the Customer, its departments, employees and agents from and against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Customer, its departments, employees and agents may sustain, incur or be required to pay, including the cost of attorneys' fees, arising out of or in connection with the performance of this Contract by reason of any negligent action/inaction or willful misconduct by the Vendor, its employees, agents, 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. **Notices:** Unless a party is instructed otherwise by a notice properly given hereunder, all notices and other communications given or made under this Agreement shall be effective only when given or made by personal delivery or by certified mail, return receipt requested, directed as follows:

a) In the case of a notice or other communication to the Vendor:

<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.

c. Arrangements for Electronic Payment may be requested by the customer and will be supplied by the Vendor.

d. No late fees or interest on overdue bills will be charged under this contract.

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. **Application and Survival of Certain Provisions:** All provisions of this Agreement providing for limitation of or protection against liability and the parties' rights to payments and remedies on default shall apply to the full extent permitted by law. All of said provisions and the representation of each party shall survive termination or cancellation of this Agreement.

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 low 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. **Contractor's Representations and Certifications:** By signing this Contract, the Vendor represents and certifies under the penalties of perjury that:

- a. the Vendor is a duly organized and validly existing corporation, or either a partnership, trust, or sole proprietorship, and is qualified to do business in good standing in the Commonwealth of Massachusetts, with the power and authority to consummate the transactions contemplated herein;
- b. pursuant to M.G.L. c. 62C, §49A, the Vendor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes;
- c. pursuant to M.G.L. c. 151A, §19A, the Vendor has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System;
- d. the Vendor has filed with the Secretary of State all certificates and annual reports required pursuant to M.G.L. c. 158B, §109 (business corporation), or M.G.L. c. 180, §26A (nonprofit corporation), or M.G.L. c. 181, §4 (foreign corporation), whichever is applicable;
- e. the Vendor provides Workers' Compensation Insurance and all other insurance benefits required by M.G.L. c. 152;
- f. the Vendor is not presently debarred or suspended from providing goods and/or services to the Customer under the provisions of M.G.L. c. 29, §29F, or an other applicable debarment or suspension provision of any other chapter of the General Laws or federal law, or any rule or regulation promulgated thereunder;

- g. the person signing this Contract certifies that he/she has been authorized by the Vendor to commit the Vendor contractually and had been authorized to execute this Contract on its behalf;
 - h. the bid upon which this Contract was based was made without collusion or fraud with any other person and will in all respects bona fide and fair (as used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity); and
 - j. the Vendor has paid all real estate, personal property or excise tax, water charges, fines or any other municipal lien charges due to the Customer.
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. **Captions:** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
39. **Binding of Successors:** This Contract shall be binding upon the Vendor, its assigns, transferees, and/ or successors in interest (and where not corporate, the heirs and estate of the Vendor).
40. **Tax Exempt Certification:** The Vendor agrees to provide the Customer with the appropriate tax-exempt applications in order to exempt it from state and federal sales taxes on 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. **Full Agreement:** 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 OF THE CUSTOMER>

By: <PRINTED NAME>

Its: <TITLE>

Date: _____

By: <PRINTED NAME>

Its: <TITLE>

Date: _____

<PRINTED NAME> <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 one (1) copy 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 11:00 a.m., Thursday, February 16, 2023. 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 11:00 a.m., Thursday, February 16, 2023. Bids cannot be corrected, modified or withdrawn after this deadline. Bids will be awarded on or before April 30, 2023.

Checklist of Submissions:

2. **Signed** 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.**

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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:

\$ _____ 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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:

\$ _____ 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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:

\$ _____ 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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:

\$ _____ 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
Section 7: Hampshire County Metered Pump Truck

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

OPTION 1
Daily New Haven Low Spot Market Price

Vendors Margin and Overhead above the daily New Haven Low Spot Market price, as defined in Section A, 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 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: _____ Fax: _____ E-mail: _____

#2 Heating Fuel Oil, Invitation for Bids
Bid Form
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 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 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: _____ Fax: _____ E-mail: _____