BERKSHIRE REGIONAL GROUP PURCHASING PROGRAM 2019-2020

INVITATION FOR BIDS
FY20-14 FUEL PRODUCTS
FY20-16 HEATING OIL REGULAR
Gasoline (North and South) and Heating Oil (North)

The Berkshire Regional Group Purchasing Program (BRGPP) will accept sealed bids on behalf of participating towns as part of the 2019 - 2020 Cooperative Highway Bid Program.

The sealed bids, plainly marked “FY20-14 Rebid Fuel Products Bid” “FY20-16 Rebid Heating Oil Regular”, in the lower left hand corner of the envelope will be received by the BRGPP c/o Matthew Dovell MPA, 1 Fenn Street, Suite 201, Pittsfield Ma 01201, until, August 27th, 2019 at 11:00AM, at which time they will be publicly opened and read aloud in Conference Room on the 2nd floor.

Specifications for all bids are located on the BRPC website. Questions regarding the bids

These bids are rebids from the prior month. Please submit the bid signature page, non-collusion statement, debarment statement tax compliance forms. Non submittal will be considered nonresponsive.

The BRGPP, the awarding authority, and the participating municipalities reserve the right to accept or reject any or all bids in total or in part as they may deem in the best public interest. Vendors may bid on any portion of the bid (i.e. any/or all fuels or town/entities). Multiple contracts will be awarded.

This bid is subject to a 1.5% administrative fee based on usage to be paid quarterly.

Berkshire Regional Group Purchasing Program
Matthew Dovell MCPPO
**FY20-15 and 16 FUEL PRODUCTS**

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1. All bids must be submitted on the enclosed Bid Forms along with properly executed certifications which include the Tax Compliance/Non-Collusion Form, Signature Authorization, and any Addenda (if necessary). Any restrictions, qualifications or deviations from the specifications must appear on the bid form or an attachment hereto. One original and one copy are required.

2. Bids will be opened Tuesday August 9th, 2019 at 11:00AM. Bids for one or more types of fuel from a vendor may be placed in the same sealed envelope. If the BRGPP offices are closed for any reason, the bids will be opened the following day at the same time.

3. The municipalities are exempt from the payment of Federal Excise Taxes. However, the municipalities are responsible for any required Mass State Tax. Tax must be included in the bid price. If any additional state, federal or local taxes (for example, a so called “gas tax”) are imposed during the course of the contract, the contracts will be amended to add that direct cost – likewise if they are revoked for any reason. All applicable fees must also be included in the Bid Price.

4. Awards will be made to the lowest responsible and responsive bidder for each product for each individual entity as specified. For #2 Heating Oil - If an entity desires Burner Service, they may award to the lowest price bidder offering Burner Service even if they are not the lowest overall price per gallon.

5. Contracts will list specific towns and agencies involved and those towns and agencies will be held to those contracts once they are signed. BID BONDS and PERFORMANCE BONDS will not be required.

6. All questions relative to this IFB shall be directed to: Matthew Dovell, MCPPO, BRGPP, telephone 413-442-1521 Ext 12 or email mdovell@berkshireplanning.org by August 13th 2019.

7. The BRGPP and/or the participants reserve the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel this bid prior to opening; to correct any award erroneously made as a result of a clerical error on the part of the participants or the BRGPP.

8. The period of the contract from this bid is from July 1, 2019 to June 30, 2020 for all items.

9. The vendor(s) will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Mass.

10. The contractor(s) will be required to indemnify and hold harmless the Berkshire Regional Purchasing Program and all participating entities for all damages to life and property that may occur due to the contractor’s negligence or that of his/her employees, subcontractors, etc., during the contract period.
11. Any inferior or damaged product will be replaced at the total expense of the contractor.

12. If, in the judgment of the Procurement Officer, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contract in legal action.

13. The awarded bidder will be required to file Quarterly Reports of the total amount of money spent by each participating member under this contract. Each report shall be filed with the BRGPP within twenty-one days following the end of each quarter. Failure to submit such reports shall constitute a material breach of this contract entitling the Purchasing Dept. to terminate the contract forthwith.

14. The participants may terminate the contract/price agreement with a Vendor WHO FAILS TO PERFORM under the terms of this agreement. Notice of termination from any participant shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon receipt and will be exercised with no penalty to any participant.

15. If at any time, the Vendor is unable to furnish materials or services as ordered by the Customer, the Vendor shall be obligated to obtain delivery from another supplier and the Vendor will in turn invoice the Customer, at the price specified in such contract with the Customer, or, the Customer may order such materials or services from such places as available, and the Vendor shall pay to the participant all expenses incurred above such contract price.

16. All prices must be F.O.B. delivered to the individual destinations as shown within this Bid.

17. Products must meet U.S. Bureau of Standards as noted in each Specification, attached. The Customer may take sample(s) for analysis either at the shipping point or at the delivery point, 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 and to take their own samples. If tests show the product is substandard, the Vendor shall immediately remove the product at the expense of the Vendor and pay for the testing costs. The Vendor must immediately supply compliant fuel from another source and deliveries will be suspended until standards are met. No additional cost for the price differential or removal costs or other damages or costs will be borne by the Customer. If the sample is found to be compliant, the Customer will pay for the testing costs.

18. The successful vendor is not restricted on how to secure the fuel. Each bidder must be in the trade of supplying fuel products as a business.

19. Tax Exempt certificates will be provided by any participant if required by the Vendor.

20. Deliveries shall be made to storage tanks in quantities as required at the various delivery points. Due care shall be taken by the vendor to prevent damage to any property including any spillage in making deliveries and the replacing of filler caps properly. As storage capacity at all delivery points is limited to a small portion of yearly requirement, the vendor shall be equipped and will be required to make prompt deliveries at all times during the contact period. All fuel delivered into storage tanks shall be measured by a meter which has been recently checked and sealed by an authorized Sealer of Measures. The delivery slip shall show a recording of the total
fuel delivered into the tank; shall show the name and address of the Department where delivery is made, the date of delivery, type of fuel, and name of the contractor.

21. While performing work under this contract, the Vendor shall be responsible for completing clean up of spills (pursuant to MGL c. 21E and other relevant state/federal regulations), which were caused by the vendor, at no cost to the Customers or the BRGPP. The vendor shall notify all local, state, and federal authorities as required by law in the event of such a release. The Vendor will immediately notify the facilities contact person in the event of a spill, release, or threat of release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Vendor shall take appropriate response actions, and notify the contact person as soon as possible thereafter. In either case, the Vendor must provide a written summary to the contact person, and the BRGPP Procurement Officer, setting forth the response actions taken.

22. It is the policy of the BRGPP to contract with organizations who agree not to engage in any discriminatory employment practices or in any discrimination in the provision of services based on race, color, religion, national origin, ancestry, age, sex, sexual preference, or disability. The BRGPP does not discriminate on the basis of disability with respect to the admission to, access to, or operation of its programs, services or activities.

23. **Because the BRGPP is a Fee-For-Service Program and charges participants to participate in these and other bids and contracts, vendors are not allowed to allow other towns/agencies to “piggyback” on this bid without permission from the BRGPP.**

24. **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the BRGPP and before commencement of work hereunder the Contractor agrees to furnish the BRGPP certificates of insurance or other evidence satisfactory to the BRGPP to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory **</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000.00 combined single limit for bodily injury and property damage</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000.00 aggregate</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**A “Workers Compensation Insurance Affidavit: General Business” as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing. See [http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf](http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf)**
The BRGPP and the participating towns shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.
SPECIFICATIONS
FUEL OIL

1. Scheduling and delivery instructions will be arranged between the awarded bidder and each of
the respective participants’ procurement officer or their representative. Whenever possible, the
vendor shall combine same-day deliveries for two or more adjoining participants within a given
district with the total amount to be delivered used to determine the delivered price. Example: If
on the same day the City of Pittsfield schedules a delivery of 1,500 gallons and the Town of
Lanesborough schedules 1,000 gallons, the delivery price would be based on 2,500 gallons billed
to each individual community for the quantities purchased. This provision shall apply when the
delivery is made within the capacity of one truck.

2. Estimated quantities from each participating town are attached to this bid package. The
information provides the names of the participating entities, their estimated annual needs and the
tank sizes for most entities. Estimated quantities are provided for informational purposes only;
the actual amount may be more or less than the amount specified.

3. Bidders must supply their bid prices on the enclosed Bid Form(s) that show pricing for the
following options:

   **Option A:**
   A delivery charge above the daily Albany, New York Journal of Commerce Daily
   Petroleum Price

   **Option B:**
   A delivery charge above the Fixed Price Futures Program for 85% of the estimated annual
   usage for the participants, a list will be provided on the day of lock in, for a lock-in price on
   the day of for the period of July 1, 2019 to June 30, 2020.

4. For Option A, the base price will be the Albany Low tank car posted in the New York Journal
of Commerce Daily Petroleum Price. The base price will fluctuate up or down according to the
posted price for the day of the delivery. The awarded bidder will be required to supply copies of
the Albany Low Posting in the New York Journal of Commerce to all participants with each
invoice to verify all base price charges posted on the day each delivery is made.

5. For Option B, the Bid Form will state a fixed delivery charge that will be added to the Fixed
Price Futures Program which will be determined by the New York Mercantile Exchange
(NYMEX) Price as listed in the Wall Street Journal Future Prices for July of 2019 on the day that
the awarded vendor is notified to lock in on a futures price for all of the BRGPP’s participants
that want to lock in. The BRGPP will act as the designee for locking in a futures price for
participants of this bid that opt to lock-in. To clarify, the BRGPP will contact the vendor on the
date of lock-in with a list of the Participants that want to lock-in for the Fixed Price Futures
Program that is determined by the NYMEX for July 2019 and that price will be added to the
fixed delivery charge.

6. Option B Fixed Price Fuel-On the date the BRGPP notifies the awarded bidder that they want
to lock in a list of the towns that have committed to the BRGPP Option B Fixed Price Fuel
Program will be provided. On that date, the participants will be committing to purchase at least
85% of their estimated quantities for the year. IF they require more than 100% of their estimated
quantity then they may need to purchase the extra amount at the variable price. If the lock in date is later than November then the estimated quantities may be changed by the BRGPP.

If the Participant does not use 85% of their estimated quantity, the unused portion of their allocation can go to a town or towns that need more than 100% of their estimated quantity. If there are none, then the town would be responsible for paying the charges on the gallons that represent the difference between what the town used and 85% of their estimated quantity. It should be noted that the vendor should make every effort to use that difference for another participating community, and thus not charge a community for unused quantities.

7. Bid Form- The Bid Form must be submitted for a bid price for the supply and delivery of heating fuel to all participants for July 1, 2019 to June 30, 2020. The Bid Form requests pricing for Option A Non-Fixed Pricing: list other stable charges (delivery charge) and Option B Fix Price Future Programs: list other stable charges (delivery charge) that will be added to the futures price for the date of the decided lock-in price.

You do not have to bid on all products.

**HOW BID WILL BE AWARDED:** More than one contract may be awarded for this bid. The contract(s) resulting from this bid will be awarded to the responsible and responsive bidder based upon lowest bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusions, exemptions, or restrictions on this bid form.

**DETERMINATION OF PRICING:**

Option “A”—Non-Fixed Pricing  
Option “B”—Fixed Price Future Programs

A. Option “A” Non-Fixed Pricing-Determined by the Journal of Commerce, Albany Low, Albany, NY Journal of Commerce for heating oil and diesel. PLUS the margin and overhead bid price of the awarded vendor. The base price will fluctuate up or down according to the posted price for the day of the delivery. The awarded bidder will be required to supply copies of the Albany Low Posting in the New York Journal of Commerce to all participants with each invoice to verify all base price charges posted on the day each delivery is made. Also for Option A, the delivery charge will remain fixed for each year of the contract if renewed. The Bid Form allows vendors the opportunity to bid on a different fixed delivery price for each renewal period, should the BRGPP decide to renew with the awarded vendor. All suppliers must submit with each of their invoices a dated copy of the Journal of Commerce, referencing the Albany Reseller #2 Low, for each delivery made during the contract period. A copy of the Albany Low Journal of Commerce for the delivery dates must be included with the vendor’s invoice, Albany, NY Journal of Commerce for heating and diesel fuel.

B. Option “B” Fixed Price Fuel Future Program will be for towns that will commit to a lock-in price as defined as the July 2019 settle price for “Heating Oil No. 2” on the NYMEX for a futures fixed price in addition to the delivery charge submitted on the bid form. The BRGPP, on behalf of the participants that want to lock-in, will contact the awarded bidder on the date they want to lock-in. All participants will lock in on that one day designated by the BRGPP.
9. Once the committed amount of fuel is bought under the Fixed Price Futures Program, a town will buy fuel according to the terms of Option A unless another town has unused quantities that can be utilized under the terms of Option B.

10. The price per gallon will be good during normal working hours.

11. The successful bidder agrees to furnish and deliver No. 2 oil as specified in the most recent U.S. Bureau of Standards, Fuel Oils Commercial Standards, at the Port of Albany Low Posting, Albany, NY Journal of Commerce for heating oil and diesel.

12. Bio Fuels- The awarded vendor must agree to adhere to all laws in effect during the contract period. If necessary, a contract amendment will be implemented upon verification from the Commonwealth of the effective date of implementation and the vendor of the actual additional cost.

13. Fuel oil, which becomes defective within ten days of delivery shall be replaced by the vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original product.

14. Record of Delivery- The vendor shall make and keep a full, accurate and complete record of the number of gallons of fuel oil delivered to each drop point and with each copy of the delivery record, showing the number of gallons of fuel oil delivered, as recorded by meter on all delivery trucks, shall be delivered by the vendor to the participant’s procurement officer of their representative when delivery is made. A copy of the Albany Low, Journal of Commerce, Albany, NY Journal of Commerce for heating oil and diesel for the delivery date must accompany the participant’s invoice.

15. Billing- The vendor shall render bills to the participant promptly after deliveries by mailing the original bill to the representative of the participants. A copy of the Albany Low Journal of Commerce for the delivery dates must be included with the participant’s invoice, Albany, NY Journal of Commerce for heating oil and diesel – New Haven, CT for gasoline.

16. Companies capable of providing burner service please provide labor rates for both normal working hours and overtime on the bid forms in this packet.

17. Materials only bids do not require a 5% bid bond.

18. For bidding purposes, participants/towns have been split into three categories: Northern, Central and Southern Districts.

   A. Northern District: shall consist of the area in the following towns/cities: Adams, Clarksburg, North Adams (Greylock School), Williamstown, Cheshire and Savoy

   B. Central District: shall consist of the area in the following towns/cities: Windsor, Lanesborough, Lenox, Dalton, Richmond and Dalton

   C. Southern District: shall consist of the area in the following towns/cities: Great Barrington, Egremont, Sheffield, Becket, Mt Washington, Tyringham, Monterey, New Marlborough, Otis and Sandisfield

19. In the event spillage should occur during the performance of this contract, the vendor shall be responsible for 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 participating member.
20. It is the responsibility of the awarded vendor to contact each participant to set up delivery arrangements. The fuel oil is to be delivered in such quantities and at such times as to maintain an adequate supply in the tanks at all times. If an emergency delivery is necessary, the vendor will make the delivery within 12 hours of being notified.

21. Bidders must guarantee that delivery and bill will not be based upon a temperature of 60 degrees or other factor, but rather upon wet gallons delivered.

22. **Inspection of Records**- The vendor shall make available to the participant for inspection and audit all of its bills of lading, freight bills, vouchers, invoices, bills, books of account, and other records concerning such fuel oil.

23. **Unavoidable Delays**- The vendor shall be allowed a reasonable extension of time for deliveries if the delay is caused by or results from strikes or acts of God; provided, however, that the participants shall have the right to secure fuel oil elsewhere if necessary during such period.

24. **Rights of Participants for Breach**- If the vendor shall fail, neglect or refuse to deliver fuel oil in accordance with the requirements of this agreement, due to any causes for which he is responsible, the participants may secure such fuel oil from any other source and the vendor shall be liable to the participants for any damage resulting there from including in such damages any additional price which the participants may pay or be required to pay for such fuel oil over and above the price therefore under this agreement. The expression of this right or remedy of the participants for any breach by the vendor shall not operate to exclude any other right or remedy open or available to the participants by reason of any such breach.
FY20-16 FUEL PRODUCTS-HEATING OIL ESTIMATES

The following is a list of estimates for heating oil provided by the participants. In all cases, it is meant to aid the bidders in their bid pricing.

Regular Heating Fuel

<table>
<thead>
<tr>
<th>TOWN</th>
<th>TANK SIZE</th>
<th>LOCATION</th>
<th>EST/GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>North</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adams</td>
<td>275</td>
<td>Bellevue Av Cemetery Garage</td>
<td>1,300</td>
</tr>
<tr>
<td>Adams</td>
<td>1,320</td>
<td>92 Park St – Library</td>
<td>5,600</td>
</tr>
<tr>
<td>Cheshire</td>
<td>10,000</td>
<td>191 Church St</td>
<td>18,000</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>2,500</td>
<td>Elementary School 777 W. Cross St</td>
<td>13,800</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>2,000</td>
<td>DPW</td>
<td>2,000</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>660</td>
<td>Town Hall</td>
<td>4,700</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>333</td>
<td>Senior Center 712 W. Cross Rd</td>
<td>1,100</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>333</td>
<td>181 Cross Rd Fire Dept</td>
<td>700</td>
</tr>
<tr>
<td>North Adams (Greylock School)</td>
<td>100 Phelps Ave North Adams Ma 01247</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Williamstown</td>
<td>2,000</td>
<td>675 Simonds DPW</td>
<td>2,900</td>
</tr>
<tr>
<td>Williamstown</td>
<td>275</td>
<td>613 Main St East Lawn Cemetery</td>
<td>900</td>
</tr>
<tr>
<td>Williamstown</td>
<td>550</td>
<td>New Ashford Rd House of Local History</td>
<td>1,100</td>
</tr>
<tr>
<td>Savoy</td>
<td>550</td>
<td>262 Main Rd</td>
<td>3,400 (town total)</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td><strong>85,500</strong></td>
</tr>
</tbody>
</table>
#2 HEATING OIL - NORTHERN BERKSHIRE

Northern Berkshire Communities: Adams, North Adams (Greylock School), Clarksburg, Williamstown, Cheshire and Savoy

**OPTION A:** Base Price Albany Low Posting (Date of delivery) Quantity Delivery  Quantity Delivery  Quantity Delivery

For Northern Berkshire District: 1-1,000 1,001-2,500 2,501+
delivery  delivery  delivery

**Delivery charge per gallon above base price per quantity of delivery:**

[Table with delivery charges for July 1, 2019 to June 30, 2020]

**OPTION B:** Fixed Price Futures/July 2019 NYMEX Price for Northern Berkshire Participants that will lock-in

**Delivery charge per gallon above the NYMEX**

[Table with delivery charges for July 1, 2019 to June 30, 2020]

Labor rates and/or other charges for oil burner service, if applicable: ________________________________

List three references, including contact person and telephone number of three similar accounts:

1. ________________________________________________
2. ________________________________________________
3. ________________________________________________

Company: ______________________________  Signature: ______________________________

Address: ______________________________  Name(print): ______________________________

________________________________________  Telephone: ______________________________

Date: ______________________________  Email/Fax: ______________________________
MOTOR FUEL PRODUCTS:

A. Minimum of 87 Octane gasoline

B. Diesel Fuel*

*The awarded vendor for diesel fuel must provide a 60% fuel/40% kerosene blend, or any equivalent treated winter fuel, for the period of November 1 through March 31 for all entities. Pricing for the diesel/kerosene mixture must be adjusted accordingly for this period based on the diesel/kerosene postings from the New York Journal of Commerce mentioned below

1. Scheduling and delivery instructions will be arranged between the awarded bidder and each of the respective Participants’ procurement officer or their representative. Whenever possible, the vendor shall combine same day deliveries for two or more adjoining participants within a given District with the total amount to be delivered used to determine the delivered price. Example: If on the same day the City of Pittsfield schedules a delivery of 1,500 gallons and the Town of Lanesborough schedules 1,000 gallons, the delivery price would be based on 2,500 gallons billed to each individual community for the quantities purchased. This provision shall apply when the delivery is made within the capacity of one

2. The estimated quantities for this bid are provided herein after the specifications. The information provides the names of the participating entities, their estimated annual needs and the tank sizes for most entities. Estimated quantities are provided for informational purposes only; the actual amount to be purchased may be more or less than the amount specified.

3. Bidders must supply their bid prices on the enclosed Bid Sheets that show pricing for the gasoline products and the following Diesel Fuel options:

**DIESEL FUEL OPTION A:**

A delivery charge above the daily Albany, New York Journal of Commerce Daily Petroleum Price

**DIESEL FUEL OPTION B:**

A delivery charge above the Fixed Price Futures Program for 85% of the estimated annual usage for the Participants, a list will be provided on the day of lock in, for a lock-in price on the day of for the period of July 1, 2019 to June 30, 2020.
1. For **Option A**, the base price will be the **Albany Low** tank car posted in the **New York Journal of Commerce Daily Petroleum Price**. The base price will fluctuate up or down according to the posted price for the day of the delivery. The awarded bidder will be required to supply copies of the Albany Low Posting in the New York Journal of Commerce to all participants with each invoice to verify all base price charges posted on the day each delivery is made.

2. Also, for **Option A**, the Bid Sheet allows vendors the opportunity to bid a different fixed delivery price for each renewal period, should the Berkshire Region Group Purchasing Program decide to renew with the awarded vendor.

3. For **Option B**, the Bid Sheet will state a fixed delivery charge that will be added to the Fixed Price Futures Program which will be determined by the New York Mercantile Exchange (NYMEX) Price as listed in the Wall Street Journal Future Prices for July of 2019 **on the day that the awarded vendor is notified to lock on a futures price for all of the Berkshire Region Group Purchasing Program’s Participants that want to lock in.** The Berkshire Region Group Purchasing Program will act as the designee for locking in a futures price for Participants of this bid that want to lock-in. To clarify, the BRGPP will contact the vendor on the date of lock-in with a list of the Participants that want to lock-in for the Fixed Price Futures Program that is determined by the New York Mercantile Exchange for July 2019 and that price will be added to the fixed delivery charge.

4. **Option B Fixed Price Fuel** - **On the date the Berkshire Region Group Purchasing Program notifies the awarded bidder that they want to lock in a list of the towns that have committed to the Berkshire Region Group Purchasing Program Option B Fixed Price Fuel Program will be provided.** On that date the Participants will be committing to purchase at least 85% of their estimated quantities for the year. If they require more than 100% of their estimated quantity then they may need to purchase the extra amount at the variable price. If the lock in date is later than November then the estimated quantities may be changed by the BRGPP.

   **If the Participant does not use 85% of their estimated quantity the unused portion of their allocation can go to a town or towns that need more than 100% of their estimated quantity.** If there are none then the town would be responsible for paying the charges on the gallons that represent the difference between what the town used and 85% of their estimated quantity. It should be noted that the vendor should make every effort to use that difference for another participating community, and thus not charge a community for unused quantities.

5. **Bid Form** - must be submitted for a bid price for the supply and delivery of gasoline products and diesel fuel to all participants for July 1, 2019 to June 30, 2020. The Bid Form requests pricing for gasoline products and **TWO OPTIONS FOR DIESEL FUEL**: Option A Non-Fixed Pricing: list other stable charges (**delivery charge**) and Option B Fix Price Future Programs: list other stable charges (**delivery charge**) that will be added to the futures price for the date of the decided lock-in price.

   You do not have to bid on all products.
1. **HOW BID WILL BE AWARDED**: More than one contract may be awarded for this bid. The contract/s resulting from this bid will be awarded to the responsible and responsive bidder based upon lowest bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusions, exemptions, or restrictions on the bid form.

2. **Determination of Pricing:**  
   Option “A” – Non-Fixed Pricing  
   Option “B” - Fix Price Future Programs

A. Option “A” Non-Fixed Pricing - Determined by the Journal of Commerce, Albany Low, Albany, NY Journal of Commerce for heating oil and diesel. PLUS the margin and overhead bid price of the awarded vendor. The base price will fluctuate up or down according to the posted price for the day of the delivery. The awarded bidder will be required to supply copies of the Albany Low Posting in the New York Journal of Commerce to all participants with each invoice to verify all base price charges posted on the day each delivery is made. Also for Option A, the delivery charge will remain fixed for each year of the contract if renewed. The Bid Sheet allows vendors the opportunity to bid on a different fixed delivery price for each renewal period, should the Berkshire Region Group Purchasing Program decide to renew with the awarded vendor. All suppliers must submit with each of their invoices a dated copy of the Journal of Commerce, referencing the Albany Reseller #2 Low, for each delivery made during the contract period. A copy of the Albany Low Journal of Commerce for the delivery dates must be included with the vendor's invoice, Albany, NY Journal of Commerce for heating and diesel fuel.

B. Option “B” - Fixed Price Fuel Future Program will be for towns that will commit to a lock-in price as defined as the July 2019 settle price for “Heating Oil No. 2” on the New York Mercantile Exchange NYMEX for a futures fixed price in addition to the delivery charge submitted on the Bid Form. The Berkshire Region Group Purchasing Program, on behalf of the participants that want to lock-in, will contact the awarded bidder on the date they want to lock-in. All Participants will lock in on that one day designated by the BRGPP.

3. **Contract Renewal** – If this contract is renewed under the conditions set forth below, futures pricing for the ensuing years will be based on the NYMEX January price of the following year. The vendor shall be notified by May 1st of the intent to renew, a price will be submitted to allow for locking into a Fixed Futures Price Program, for the contract starting the following July.
   
   a. In the event that this contract is renewed for an additional year, The Berkshire Region Group Purchasing Program will send written notice to the vendor of its intent to exercise its option to renew this contract under the same terms and conditions set forth in this bid. If an individual participant/town/unit chooses, they may elect to exercise their option not to renew, and may withdraw their participation for the ensuing renewal period commencing July 1st, no later than March 1st (four months prior to the start of the next renewal contract). The individual unit must notify the Berkshire Region Group Purchasing Program in writing of this decision and the vendor will be notified accordingly. Each unit may also be allowed to change their annual estimated usage and percentage commitment to the fixed program at the time of renewal.
b. Once the committed amount of fuel is bought under the Fixed Price Future Program, a unit will buy fuel according to the terms of Option A unless another town has unused quantities that can be utilized under the terms of Option B.

4. For bidding purposes this bid will accommodate the PARTICIPANTS and is being bid various ways: 1) Option 1, Pumper Truck Deliveries 2) Large Tanker Deliveries and For bidding purposes PARTICIPANTS have been split into three price categories: Northern, Central and Southern districts:

A.  **NORTHERN DISTRICT**: shall consist of the area in the following towns/cities: Adams, Williamstown, North Adams, Cheshire, Savoy, and North Adams.

B.  **CENTRAL DISTRICT**: shall consist of the area in the following towns/cities: Windsor, Lanesborough, Lenox, Pittsfield, Richmond, Dalton, Pittsfield and Washington.

C.  **SOUTHERN DISTRICT**: shall consist of the area in the following towns/cities: Egremont, Great Barrington, Sheffield, Mt. Washington, Becket, Otis, Tyringham, Monterey, New Marlborough and Sandisfield.

5. Billing. The Vendor shall render bills to the Participant promptly after deliveries by mailing the original bill to the representative of the Participants. A dated copy of the Journal of Commerce, referencing the Albany, NY low for diesel fuel and New Haven Connecticut for gasoline products for each delivery made during the contract period must accompany each invoice. For Bio fuels a copy of the supplier’s invoice for their purchase of bio fuel must accompany the invoice to the participant as back up for the invoice.

6. The price per gallon will be good during normal working hours


8. The awarded bidder will be required to file QUARTERLY REPORTS of the total amount of money spent by and gallons delivered to each participating member under this contract. Each report shall be filed with the BRGPP’s office, and is due twenty-one (21) days following the end of each quarter. Failure to submit such reports shall constitute a material breach of this contract entitling the BRGPP to terminate the contract forthwith.

9. Materials only bids do not require a 5% bid deposit.
10. All gasoline products must meet State and Federal requirements for reformulated gasoline.

11. Inspection of records. The Vendor shall make available to the Participant for inspection and audit all of its bills of lading, freight bills, vouchers, invoices, bills, books of account, and other records concerning such fuels.

12. Record of Delivery. The Vendor shall make and keep a full, accurate and complete record of the number of gallons of fuel delivered to each drop point and with each delivery a copy of the delivery record, showing the number of gallons of delivered, as recorded by meter on all delivery trucks, shall be delivered by the Vendor to the Participant's procurement officer or their representative when delivery is made.

13. Liability and Defense of Claims. The Vendor shall be liable for any and all damages caused to property of said Participant eligible to purchase from this agreement in the performance of this agreement or by the negligence or carelessness of the Vendor's agents, servants or employees in connection therewith; and that the said Vendor shall assume the defense of, and keep the Participants harmless from, and indemnified against any claim, action or cause of action, for property damage or personal injuries arising from or out of any acts, omissions or negligence on the part of the said Vendor, or his agents or employees.

14. Insurance. The Vendor shall purchase and maintain all insurance coverage required by law; and in addition thereto, shall furnish to the Berkshire Region Group Purchasing Program a liability insurance policy, in the principal sum of $25,000 for personal injuries.

15. Unavoidable Delays. The Vendor shall be allowed a reasonable extension of time for deliveries, if the delay is caused by or results from strikes or Acts of God; provided, however, that the Participants shall have the right to secure fuel elsewhere, if necessary, during such period.

16. Rights of Participants for Breach. If the Vendor shall fail, neglect or refuse to deliver motor fuels in accordance with the requirements of this agreement, due to any causes for which he is responsible, the Participants may secure such fuel from any other source, and the Vendor shall be liable to the Participants for any damage resulting there from including in such damages any additional price which the Participants may pay or be required to pay for such fuel over and above the price therefore under this agreement. The expression of this right or remedy of the Participants for any breach by the Vendor shall not operate to exclude any other right or remedy open or available to the Participants by reason of any such breach.
17. Gasoline Products which are determined defective upon delivery shall be replaced by the Vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original product.
FUEL PRODUCTS-GASOLINE (FY20-14)

The following is a list of estimates for gasoline and diesel provided by the participants. In all cases, it is meant to aid the bidders in their bid pricing.

Motor Fuels (Gallons)

<table>
<thead>
<tr>
<th>TOWN</th>
<th>LOCATION</th>
<th>TANK SIZE</th>
<th>87 OCTANE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North Adams</td>
<td>10 Summer St Public Safety Building</td>
<td>500</td>
<td>2,000</td>
</tr>
<tr>
<td>Savoy</td>
<td>262 Main Rd</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td><strong>3,500</strong></td>
</tr>
<tr>
<td>South</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Becket</td>
<td>47 Lyman St</td>
<td>4,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Egremont</td>
<td>171 Egremont Main Rd</td>
<td>500</td>
<td>5,000</td>
</tr>
<tr>
<td>Great Barrington</td>
<td>100 Bentley Rd</td>
<td>4,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Tyringham</td>
<td>Transfer Station Monterey Rd</td>
<td>500</td>
<td>1,506</td>
</tr>
<tr>
<td>Monterey</td>
<td>435 Main Rd</td>
<td></td>
<td>3,100</td>
</tr>
<tr>
<td>Otis</td>
<td>417 Nimaw Rd</td>
<td>1,000</td>
<td>3,800</td>
</tr>
<tr>
<td>Sandisfield</td>
<td>3 Silver Brook Rd</td>
<td>1,500</td>
<td>2,000</td>
</tr>
<tr>
<td>Sheffield</td>
<td>35 Pike Rd</td>
<td>500</td>
<td>15,000</td>
</tr>
<tr>
<td>Mt. Washington</td>
<td>11 Cross Rd</td>
<td>550</td>
<td>2,000</td>
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<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td></td>
<td><strong>62,406</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>65,906</strong></td>
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</table>
Northern Berkshire Communities: Adams, Williamstown, Cheshire, North Adams and Savoy

**MIN 87 OCTANE GASOLINE**

<table>
<thead>
<tr>
<th>Pumper Truck Deliveries</th>
<th>Quantity Delivery</th>
<th>1-1,000</th>
<th>1001-2500</th>
<th>2501+</th>
</tr>
</thead>
</table>

Delivery Charge per gallon above base price per quantity of delivery:

| July 1, 2019-June 30, 2020 | $________ | $________ | $________ |

Tanker Truck Deliveries

<table>
<thead>
<tr>
<th>With a pump</th>
<th>1-2,999</th>
<th>3,000-5,000 gals</th>
<th>Over 5,000 gal</th>
</tr>
</thead>
</table>

| July 1, 2019-June 30, 2020 | $________ | $________ | $________ |

Please print or type:

Company: ________________________________
Signature: ________________________________
Address: ________________________________
Name(print): ________________________________
Tel: __________________ Fax: __________________
Date: __________________
Email: __________________
Southern Communities: Egremont, Great Barrington, Sheffield, Mt. Washington, Becket, Otis, Monterey, Sandisfield, Tyringham

**MIN 87 OCTANE GASOLINE**

<table>
<thead>
<tr>
<th>Pumper Truck Deliveries</th>
<th>Quantity Delivery</th>
<th>Delivery Charge per gallon above base price per quantity of delivery:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-1,000</td>
<td>July 1, 2019-June 30, 2020 $________</td>
</tr>
<tr>
<td></td>
<td>1001-2500</td>
<td>Tanker Truck Deliveries 1-2,900 $________</td>
</tr>
<tr>
<td></td>
<td>2501+</td>
<td>With a pump (North Adams)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>July 1, 2019-June 30, 2020 $________</td>
</tr>
</tbody>
</table>

Please print or type:

Company: ________________________________
Signature: ________________________________
Address: ________________________________
Name(print): ________________________________

Tel: __________________ Fax: __________________
Date: __________________
Email: __________________


I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid.

Authorized Signature ________________________ Printed Name___________________

Company Name * __________________________ Date _________________________

Postal Address _____________________________ Email Address__________________

_______________________________ zip___________ Phone: ______________________

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to $1,000.00 or more:

_______________________________ Federal Tax ID Number (this number is regularly used by companies when filing their “EMPLOYER’S FEDERAL TAX RETURN, U.S.” Treasury Department Form 941

* IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ___

* IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE ___

* IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE ___
TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec.49A, I certify under the penalties of perjury that, to the best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

__________________________________  ______________________________________
Authorized Official’s Signature  Title of Person Signing

__________________________________  ______________________________________
Typed or Printed Name of Person Signing  Company Name

__________________________________  ______________________________________
Telephone Number  Address

__________________________________  ______________________________________
Fax Number  Address

__________________________________  ________________________________
Date  Email
DEBARTMENT STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date ________________

__________________________________
Authorized Official’s Signature

__________________________________
Typed or Printed Name of Person Signing

__________________________________
Company or Corporation
Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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.

Date __________________________

Authorized Official’s Signature

Typed or Printed Name of Person Signing

Company or Corporation

_________________________________________________________________

Name and Tel # of Person who will be filling out the Quarterly Reports
## Highway Department Contacts

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>Tim Cota</td>
<td>413-743-8325</td>
</tr>
<tr>
<td>Alford</td>
<td>Monty Green</td>
<td>413-528-6327</td>
</tr>
<tr>
<td>Becket</td>
<td>Chris Bouchard</td>
<td>413-623-8988</td>
</tr>
<tr>
<td>Cheshire</td>
<td>Blair Crane</td>
<td>413-743-3376</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>Kyle Hurlbut</td>
<td>413-663-3451</td>
</tr>
<tr>
<td>Dalton</td>
<td>John Roughly</td>
<td>413-684-6115</td>
</tr>
<tr>
<td>Egremont</td>
<td>Jim Noe</td>
<td>413-528-1106</td>
</tr>
<tr>
<td>Great Barrington</td>
<td>Sean VanDeusen</td>
<td>413-528-0867</td>
</tr>
<tr>
<td>Lanesborough</td>
<td>William Decelles</td>
<td>413-443-1921</td>
</tr>
<tr>
<td>Lee</td>
<td>Matt Larson</td>
<td>413-243-5520</td>
</tr>
<tr>
<td>Lenox</td>
<td>Bill Gop</td>
<td>413-637-5525</td>
</tr>
<tr>
<td>Monterey</td>
<td>Shawn Tryon</td>
<td>413-528-1734</td>
</tr>
<tr>
<td>Mt. Washington</td>
<td>Jonathan Hoskins</td>
<td>413-528-2730</td>
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<tr>
<td>New Ashford</td>
<td>Keith Lacasse</td>
<td>413-212-2639</td>
</tr>
<tr>
<td>New Marlborough</td>
<td>Charles Loring</td>
<td>413-229-8165</td>
</tr>
<tr>
<td>North Adams</td>
<td>Paul Markland</td>
<td>413-652-3162</td>
</tr>
<tr>
<td>Otis</td>
<td>Derek Poirer</td>
<td>413-269-0106</td>
</tr>
<tr>
<td>Peru</td>
<td>Justin Russell</td>
<td>413-655-8224</td>
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<tr>
<td>Pittsfield</td>
<td>Dan Ostrander</td>
<td>413-499-9314</td>
</tr>
<tr>
<td>Richmond</td>
<td>Pete Beckwith</td>
<td>413-698-3833</td>
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<tr>
<td>Savoy</td>
<td>Daniel LaBonte</td>
<td>413-743-1286</td>
</tr>
<tr>
<td>Sheffield</td>
<td>Ed Pickett</td>
<td>413-229-7000</td>
</tr>
<tr>
<td>Stockbridge</td>
<td>Len Tisdale</td>
<td>413-298-5506</td>
</tr>
<tr>
<td>Tyringham</td>
<td>Noah Choquette</td>
<td>413-243-1749</td>
</tr>
<tr>
<td>Washington</td>
<td>Tom Johnson</td>
<td>413-623-8383</td>
</tr>
<tr>
<td>Williamstown</td>
<td>Chris Lemoine</td>
<td>413-458-5159</td>
</tr>
<tr>
<td>Windsor</td>
<td>Dave Laviolette</td>
<td>413-684-3811</td>
</tr>
</tbody>
</table>