



Franklin Regional Council of Governments

IFB 20210517

**INVITATION FOR BIDS
HEATING OIL, DIESEL, GASOLINE
FY2022**

The Franklin Regional Council of Governments will accept sealed bids on behalf of Participants who are municipalities and non-profit entities in Western Massachusetts for the supply and delivery of Heating Oil, Diesel, and Gasoline for FY2022, July 1, 2021 through June 30, 2022.

Sealed bids, plainly marked "Heating Oil", "Diesel Bid", or "Gasoline Bid" in the lower left hand corner of the envelope will be received by the **Franklin Regional Council of Governments, 12 Olive Street, Suite 2, Greenfield, MA 01301**, until **Monday, MAY 17, 2021 AT 1 pm**, at which time they will be publicly opened and read aloud in the first floor conference room. COVID-19 PRECAUTIONS WILL BE IN PLACE FOR THE BID OPENING including the requirement for a Mask. Courier Service such as FedEx and UPS are discouraged due to the locked building. Please use US Mail or make arrangements to deliver in person.

Specifications and instructions for all bids are available at <https://frcog.org/bids>. Addenda will only be supplied to those bidders who have downloaded the bid documents from this site. Vendors may bid on any portion of the bid (i.e. any or all fuels or towns/agencies). Multiple contracts will be awarded. Questions are welcome in writing via email to bids@frcog.org on or before May 10, 2021 at 12pm.

The Participants, who are the Awarding Authorities, 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.

Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>.

FOR FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Andrea Woods, Chief Procurement Officer
APRIL 26, 2021

The Franklin Regional Council of Governments (FRCOG) and the participating Towns do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

HEATING OIL, DIESEL, and GASOLINE

INSTRUCTIONS FOR BIDS and GENERAL CONTRACT TERMS

Bid Instructions:

1. All bids must be signed and submitted on the enclosed Bid Forms including acknowledgement of 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 for one or more types of fuel from a Vendor may be placed in the same sealed envelope. If the FRCOG offices are closed for any reason, the bids will be opened the following day at the same time.
 3. Bidders are requested to bid two price choices for each entity, but may bid on just the pricing structure they offer and just the towns/agencies they wish to service. Participants may choose a **Fixed Price** or a **Rack Price plus Mark-up**. Rack Price plus Mark-Up shall be based on the wholesale price as published daily in CommBUYS, the Massachusetts statewide marketplace. To verify the Commodity Price, find the published daily index Boston Low wholesale price (OPIS), go to the ENFY21 Daily Pricing Index MBPO record on COMMBUYS. The current link for FY21 is at:
<https://www.commbuys.com/bsa/external/purchaseorder/poSummary.sdo?docId=PO-21-1080-OSD03-SRC01-19602&releaseNbr=0&parentUrl=contract>
- FRCOG will be able to provide a link for FY22 as soon as it becomes available. Use the link provided by Commbuys for FY22, or contact FRCOG for the link.
4. The municipalities and non-profit agencies who are Participants in this bid are exempt from the payment of Federal Excise Taxes. However, they 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.
 5. Awards will be made to the lowest responsible and responsive bidder for each product for each individual entity as specified. Because such deliveries are rare, FRCOG will **not consider the discount for tanker deliveries (over 4,000)** into their award; however, the entity shall be afforded the company’s standard transport discount if a large drop is made, if available. **For 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. The Participant is not required to use that company for their burner service during the contract period.
 6. No award will be made to any bidder who cannot satisfy the FRCOG that he/she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to properly furnish and deliver the fuels within an acceptable period of time. The awarding authority’s decision or judgment on these matters shall be final, conclusive, and binding.

7. Contracts will list specific municipalities and agencies who will be held to those contracts once they are signed. BID BONDS and PERFORMANCE BONDS will not be required. However, a bidder that will not contract and perform at their bid price will not be considered a responsible bidder in upcoming years.

8. All questions relative to this IFB shall be directed to: Andrea Woods, CPO, FRCOG, telephone 413-774-3167 X 104 or email bids@frcog.org.

9. 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 FRCOG.

10. All bids for FIXED PRICE CONTRACTS will be binding for a period of (3) three days after bid opening. Bids for MARK-UP PRICE CONTRACTS will be binding for a period of (14) days after bid opening. Past performance will be a factor in awarding this bid. References may be required of Vendors who have not held a FRCOG contract in the past.

11. The contract period is from July 1, 2021 to June 30, 2022.

Contract Terms – It is expected that a contract will be signed substantially in accord with the following terms and conditions. Participant is defined as the Town/Non-Profit Entity on the FRCOG collective contract.

1. FOR PARTICIPANTS CHOOSING A **FIXED PRICE**, 100% of the contracted gallons will be purchased per the following terms:

VERIFICATION of number of gallons remaining on contract will be determined as follows: By May 1 of the contract year, the Vendor will report to the Participant on contract any remaining fixed price gallons not delivered during the contract year. If there is discrepancy, the FRCOG will work with the PARTICIPANTS to verify balances. If there is a discrepancy between the Vendor's and Participant's records, the Vendor must provide documentation of deliveries at the fixed price. If the Vendor fails to provide sufficient documentation, the Participant's records will be considered accurate.

IN CASE OF "UNDER-USAGE": After positive verification of the number of unused gallons, see above, if there is no room in the Participant's tanks to deliver the remainder of the gallons by the end of the contract period, the Vendor must be willing to deposit those gallons in a legal storage tank of the Participant's choosing at the entity's own expense for storage, if applicable. If the Participant has no place to put the extra gallons, the Vendor must agree to store those gallons at a storage fee not to exceed \$.05 per gallon per month of storage commencing on July 1 of the next contract year. After 6 months of storage, the gallons must be paid for by the Participant. If delivery remains impossible, those gallons will be forfeited by the Participant at that time.

If the Vendor fails to provide the FRCOG with a record of the remaining fixed price

gallons by June 15 of the contract year, the Participant may, at its sole discretion, either (1) take delivery of the remaining gallons at the fixed price without storage or other fees by November 30 of the following contract year or (2) be relieved of any responsibility for purchasing the surplus fuel.

IF A PARTICIPANT NEEDS MORE FUEL THAN CONTRACTED: If the Participant uses all their gallons before the end of the contract period and needs more, they may choose to end their participation in that contract year or switch to the Rack Price plus Mark-Up bid price from the same Vendor. Participants choosing the Mark-Up Price Contract may purchase more or less than their estimated amount, as needed.

2. **FOR PARTICIPANTS CHOOSING MARK-UP PRICES:** The awarded Vendor(s) will be required to supply copies of the Boston Low Tank Car Price with each invoice to verify all base price increases or decreases when award was based on the Rack Price Plus Mark-Up Price. **The copy of the pertinent OPIS Rack Report must be included with each invoice. THE COPY MAY BE REDACTED TO SHOW JUST THE DATE and PERTINENT PRICE to comply with copyright requirements or you may include the Daily Price from CommBUYS which is an open source.** Any invoice missing this will not be paid by the entity until the required documentation is received. This information is critical for Town Accountants to verify payment amounts. No penalties shall be imposed on Participants for late payments due to a missing base price verification. Missing verification more than twice is grounds for cancelling the contract.
3. The Vendor(s) will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
4. The Vendor(s) will be required to indemnify and hold harmless the Franklin Regional Council of Governments and all participating municipalities and agencies for all damages to life and property that may occur due to the Vendor's negligence or that of his/her employees, subvendors, etc., during the contract period.

Any inferior or damaged product will be replaced at the total expense of the Vendor.
5. If, in the judgment of the Procurement Officer, any property is needlessly damaged by an act or omission of the Vendor, the amount of damages will be deducted from money due the Vendor or may be recovered from said contract in legal action.
6. Invoicing will be done separately for each participant. Each delivery will generate a separate invoice. Each invoice shall include reference to the "Franklin Regional Council of Govt's Collective" contract, purchase order # if applicable, Vendor's name and order #, date of delivery, location delivered to, product delivered, quantity, price per unit, and the total price. The awarded bid price must be clearly stated on the invoice. A copy of the metered delivery slip and, if appropriate, copy of the OPIS /Commbuys Daily Price for Boston Low (see #2 above) must be included with the invoice. Invoices will be billed per U.S. gallon to one tenth (.1) of a gallon. **DELIVERY SLIP SHALL BE AN AUTOMATED TICKET FROM A PROPERLY CALIBRATED FUEL METER VERIFYING START AND END GALLONS.** Failure to provide a metered delivery ticket may be grounds for contract cancellation.
7. Vendors may charge interest on past due accounts (over 60 days) only to the extent

allowed by Massachusetts law unless non-payment is due to Vendor's errors such as omission of metered delivery tickets and OPIS verification.

8. The awarded Vendor(s) 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 FRCOG Purchasing Dept. within twenty-one days following the end of each quarter. Quarterly reports are critical to the ability of FRCOG to audit and manage the collective contract.
9. The bidders are to thoroughly familiarize themselves with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained in said documents. The documents comprising the bid consist of: a.) Invitation For Bids, b.) Instructions, c.) Specifications, d.) Insurance Requirements, e.) Bid Form, and f.) Tax Compliance/ Non-Collusion Certification. These same documents will be incorporated into the contract documents.
10. 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.
11. If at any time, the Vendor is unable to furnish materials or services as ordered by the Participant, the Vendor shall be obligated to obtain delivery from another supplier and the Vendor will in turn invoice the Participant, at the price specified in such contract with the Participant, or, the Participant 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.
12. All prices must be delivered to the individual destinations as shown within this Bid.
13. Products must meet ASTM standards as noted in each Specification, attached. The Participant 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 reimburse the Participant for the testing costs. Deliveries will be suspended until standards are met, and the Vendor must immediately supply compliant fuel from another source. No additional cost for the price differential or removal costs or other damages or costs will be borne by the Participant. If the sample is found to be compliant, the Participant will pay for the testing costs.
14. 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.
15. Tax Exempt certificates will be provided by any Participant if required by the Vendor.
16. 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 avoiding any spillage in making deliveries and the replacing filler caps properly. As storage capacity at delivery points is limited to a portion of the yearly requirement, the Vendor shall be equipped and will be required to make prompt deliveries at all times during the contract 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 Vendor.

VARIATIONS TO DELIVERY LOCATIONS MAY BE NECESSARY during the course of the contract period.

17. 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 Participant or the Franklin Regional Council of Governments. The Vendor shall notify all local, state, and federal authorities as required by law in the event of such a release. The Vendor will notify the facilities contact person immediately 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 FRCOG Procurement Officer, setting forth the response actions taken.
18. The successful bidder will be expected to execute a contract within seven (7) days of the award of the bid.
19. It is the policy of the Participants and the Franklin Regional Council of Governments 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 Participating Municipalities, Agencies and FRCOG do not discriminate on the basis of disability with respect to the admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication are invited to make their needs known.
20. Because the FRCOG Collective Purchasing Program is a Fee-For-Service Program and charges Participants to participate in these and other bids and contracts, Vendors are not allowed to let other municipalities/agencies “piggyback” on this bid without permission from the FRCOG.

21. INSURANCE REQUIREMENTS

The Vendor 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 Council. Before commencement of work hereunder the Vendor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

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

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$1,000,000.00

The Individual Participants shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

22. NEW IN FY22

Each Participant will co-sign the contract for Fuel rather than the Franklin Regional Council of Governments. The FRCOG will have no responsibility for payments or actions of the Participants nor for any legal action or other responsibilities under the contract agreement. A sample agreement is available to the bidder by email request to bids@frcog.org.

SPECIFICATIONS

HEATING OIL – Low Sulfur

1. All Heating Oil shall be free from grit, acid, fibrous material or other substances which might clog or injure the heater, pump, strainers, valves, burners or engines installed at the places where deliveries are to be made.
2. Heating Oil must comply with ASTM D-396 amended to comply with regulations of the Mass Department of Environment Protection and any other applicable Federal and/or Massachusetts regulations and laws.
3. All bids for the guaranteed Rack Price plus Mark-Up per gallon will be based upon the Boston Low Tank Price as posted by the OPIS and reposted on the open source Combuys website.
4. ALL TAXES and FEES must be included in the total bid price per gallon. Awarded Vendors must set up a billing system where Participants are not charged taxes or fees in addition to their total awarded bid price. Repeated over-billing of Participants will be grounds for contract termination and/or not contracting the next year.
5. The awarded Vendor MUST contact the Participants WITHIN THE FIRST MONTH OF THE CONTRACT PERIOD to determine if they desire automatic deliveries or not. Contact information will be included in the Contract. Town/Entity personnel are not required to assist in the deliveries and Vendors are cautioned to notify their shippers that adequate assistance must be provided at point of delivery. Vendors are urged to verify delivery conditions prior to bidding on this contract. Towns/Entities will not be obligated to make delivery condition changes to accommodate a new Vendor.
6. The Vendor must specify the lead time needed (hours, days, etc.) for call-in deliveries, both for regular deliveries and for emergencies. EMERGENCY deliveries must be made no more than 24 hours from request.
7. This Bid shall be awarded to the lowest responsive and responsible qualified Vendor per Participant. EACH PARTICIPANT MAY CHOOSE THE LOWEST FIXED PRICE OR THE LOWEST RACK PRICE PLUS MARK-UP PRICE, AS SUITS THE NEEDS OF THEIR TOWN/ENTITY and may take into consideration past performance of a Vendor, the need for 24-hour burner service, and lead-time for call-in deliveries. Documentation of these considerations will be provided if a low bidder is not chosen.

Should there be two or more bids for this Contract that are identical and where each bidder is determined to be responsible and eligible in accordance with MGL Chapter 30b, the following procedure will be followed:

- a. The Contract will be awarded to that bidder with its office in Franklin County
- b. If there is no bidder with its office located within Franklin County or if there are two or more bidders with offices located with Franklin County, the award of the Contract shall be determined by the toss of a coin, with two witnesses. The respective bidders will be notified and invited to come to the FRCOG office to observe the toss.

c. If there are more than two bidders with identical bids, the coin toss method shall be used by selecting the first two bidders in alphabetical order and eliminating one with a coin toss. This process shall be continued until such time as there remains one bidder.

For outside tanks, Winter Blend fuel oil must be delivered between **November 1 and March 31**. The Winter Blend fuel must meet all requirements to insure proper performance during the winter months for the location where the fuel will be used. Fuel Vendors are expected to monitor the forecast for long periods of upcoming extremely low temperatures and adjust their blend to meet the need INCLUDING kerosene blend. If a town/entity has outside tanks, it is noted on the bid sheet. IF WINTER BLEND IS NEEDED, THE VENDOR MUST PROVIDE THE TOWN, WITH EACH DELIVERY, ENOUGH WINTER BLEND ADDITIVE OR KEROSENE TO TREAT THE TANK TO PREVENT GELLING.

FRCOG COLLECTIVE BID for HEATING OIL FY 2022 FORM FOR BID

Bidders are not required to bid on all Entities		Burner Service REQUIRED	Winter Blend may be required	FY2022 GALLONS			All Prices Include TAXES and FEES		
Town	Delivery Address	Y or N	Y or N	TANK SIZE	Gallons to BID	TOTAL BY TOWN	MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points	FIXED PRICE BID Bid price may be no more than THREE Decimal points	
ASHFIELD	896 Cape St.	Y	N	250 gallons	750 gallons	1,150 gallons	\$ 0 .	\$.	/gall
	Library, 344 Main Street	Y	N	275 gallons	400 gallons				
CHARLEMONT	Town Hall, 157 Main Street	Y	N	500 gallons	1,600 gallons	1,600 gallons	\$ 0 .	\$.	/gall
CHESTERFIELD	Town Offices, 422 Main Road	Y	N	500 gallons	4,000 gallons	8,100 gallons	\$ 0 .	\$.	/gall
	Library, 408 Main Road	Y	N	275 gallons	500 gallons				
	Senior Center, 400 Main Road	Y	N	275 gallons	1,500 gallons				
	Highway Garage, 164 Main Road	Y	N	1,000 gallons	1,500 gallons				
	Fire Station, 5 North Road	Y	Y	1,000 gallons	600 gallons				
CISA	One Sugarloaf Street, So. Deerfield	N	N	330 gallons	1,250 gallons	1,250 gallons	\$ 0 .	\$.	/gall
COLRAIN	55 Main Road	Y	N	330 gallons	600 gallons	3,200 gallons	\$ 0 .	\$.	/gall
	12 Main Road	Y	N	275 gallons	600 gallons				
	9 Jacksonville Road	Y	Y	1,000 gallons	2,000 gallons				
COMMUNITY ACTION	733 Main St, Agawam	N	N	2-330 gallons	1,200 gallons	23,000 gallons	\$ 0 .	\$.	/gall
	86 Washington Street, Greenfield	N	N	275 gallons	1,400 gallons				
	154 Federal Street, Greenfield	N	N	275 gallons	800 gallons				
	168 Athol Road, No. Orange	N	N	2-275 gallons	1,800 gallons				
	56 Vernon St., Northampton	N	N	6,000 gallons	10,000 gallons				
	61 Strong St., Amherst	N	N	275 gallons	1,600 gallons				
	167 S. Main St., Orange	N	N	275 gallons	1,200 gallons				
CUMMINGTON	34 Central Street, Turners Falls	N	N	6,000 gallons	5,000 gallons				
	Highway Garage, Fairgrounds Road	N	N	275 gallons	2,000 gallons	9,400 gallons	\$ 0 .	\$.	/gall
	BTES Building, 2 Main Street	N	N	4,000 gallons	6,000 gallons				
	Library, 455 Berkshire Trail	N	N	250 gallons	1,400 gallons				

BIDDER NAME: _____

FRCOG COLLECTIVE BID for HEATING OIL FY 2022 FORM FOR BID

Bidders are not required to bid on all Entities		Burner Service REQUIRED	Winter Blend may be required	FY2022 GALLONS			All Prices Include TAXES and FEES		
Town	Delivery Address	Y or N	Y or N	TANK SIZE	Gallons to BID	TOTAL BY TOWN	MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points	FIXED PRICE BID Bid price may be no more than THREE Decimal points	
DEERFIELD	Library, 75 No. Main Street	N	N	2-275 gallons	1,200 gallons	1,400 gallons	\$ 0 .	\$.	/gall
	WWTP, Sunderland Road	N	N	2-275 gallons	200 gallons				
GOSHEN	Town Hall, 40 Main St	Y	Y	2-275 gallons	4,200 gallons	4,200 gallons	\$ 0 .	\$.	/gall
GRANVILLE	Town Hall, 707 Main Rd	Y	Y	1-640 gallons	1,600 gallons	14,600 gallons	\$ 0 .	\$.	/gall
	Library, 2 Granby Rd	Y	Y	1-640 gallons	1,200 gallons				
	Hwy Garage, 69 Old Westfield Rd	Y	Y	1-220 gallons	800 gallons				
HADLEY	Village School, 409 Main Rd	Y	Y	4-330 gallons	11,000 gallons				
	230 Middle St.	Y	N	500 gallons	1,000 gallons	2,100 gallons	\$ 0 .	\$.	/gall
	230 Middle St. -- WWTP	Y	N	3-275 gallons	1,100 gallons				
HATFIELD	Dickinson Library, 39 Main St.	N	N	275 gallons	1,400 gallons	4,600 gallons	\$ 0 .	\$.	/gall
	Pumping Station, Elm & Maple St.	N	N	1,000 gallons	200 gallons				
HEATH	Wastewater Treatment Plant, 260 Main Street	N	N	4,000 gallons	3,000 gallons				
	Sawyer Hall, 1 East Main Street	N	Y	2-275 gallons	2,000 gallons	12,000 gallons	\$ 0 .	\$.	/gall
	Community Hall, 2 West Main Street	N	Y	375 gallons	2,000 gallons				
LEYDEN	18 Jacobs Road	N	Y	4,000 gallons	8,000 gallons				
	Town Highway Garage	Y	Y	275 gallons	900 gallons	2,800 gallons	\$ 0 .	\$.	/gall
	Fire Station	Y	Y	275 gallons	900 gallons				
MONTAGUE	Town Hall	Y	Y	275 gallons	1,000 gallons				
	Library, 23 Bridge St., Millers Falls	N	N	275 gallons	800 gallons	6,800 gallons	\$ 0 .	\$.	/gall
	Library, 17 Center St, Montague Center	N	N	1-275 1-330 gallons	500 gallons				
	Town Garage, 128 Turners Falls Rd, Turners Falls	N	N	2-330 gallons	4,000 gallons				
	Carnegie Library, 201 Avenue A, Turners Falls	N	N	2-275 gallons	1,500 gallons				

BIDDER NAME: _____

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Town	Delivery Address	Y or N	Y or N	TANK SIZE	Gallons to BID	TOTAL BY TOWN	MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points	FIXED PRICE BID Bid price may be no more than THREE Decimal points	BID PRICE PER GALLON	
NEW MARLBOROUGH	Library-1 Mill River, Gt Barrington Rd	N	N	2-275 gallons	2,300 gallons	6,000 gallons	\$ 0 .	\$.	/gall	
	Fire House- 205 Norfolk Rd, Southfield	N	N	330 gallons	2,500 gallons					
	Town Hall - 807 Mill River Southfield Rd	N	N	2-250 gallons	1,200 gallons					
NORTHFIELD	Town Hall, 69 Main Street	N	N	330 gallons	400 gallons	7,350 gallons	\$ 0 .	\$.	/gall	
	Library, 115 Main Street	N	N	2-275 gallons	2,000 gallons					
	Fire Dept, 93 Main Street	N	N	2-275 1-250 gallons	2,700 gallons					
	Sewer Dept, 104 Meadow Street	N	N	275 gallons	800 gallons					
	EMS, 41 Main Street	N	N	275 gallons	850 gallons					
	Highway Dept, 49 Caldwell Road	N	N	275 gallons	600 gallons					
	ORANGE	Armory, 135 East Main Street	Y	N	4-330 gallons	5,000 gallons	59,947 gallons	\$ 0 .	\$.	/gall
	Fire Station, 18 Water Street	Y	N	1-330 gallons	2,000 gallons					
Hwy Dept., East River Street	Y	N	2-330 gallons	1,500 gallons						
Moore-Leland Library, Athol Road, No. Orange	Y	N	1-550 gallons	1,122 gallons						
Wheeler Memorial Library, 49 East Main Street	Y	N	2-275 gallons	2,125 gallons						
Town Hall, 6 Prospect Street	Y	N	4-330 gallons	7,000 gallons						
Police Station, East River Street	Y	N	1-275 gallons	800 gallons						
Airport, 80 Airport Road	Y	N	1-275 gallons	1,200 gallons						
Water Dept. Office, 16 West Myrtle Street	Y	N	1-275 gallons	1,000 gallons						
Cemetery Dept., 585 South Main Street	Y	N	1-275 gallons	700 gallons						
WWTP, West Main Street	Y	N	1-8000 gallons	6,500 gallons						
Dexter Park School, 75 Dexter Street	Y	N	1-5050 gallons	15,000 gallons						
Fisher Hill School, 59 Dexter Street	Y	N	1-6000 gallons	16,000 gallons						
PELHAM	Rhodes Building, 353 Amherst Rd.	Y	N	550 gallons	1,200 gallons	3,000 gallons	\$ 0 .	\$.	/gall	
	Highway Garage, 353 Amherst Rd.	Y	N	275 gallons	800 gallons					
	Town Community Center, 353 Amherst Rd.	Y	N	2-500 gallons	1,000 gallons					

BIDDER NAME: _____

FRCOG COLLECTIVE BID for HEATING OIL FY 2022 FORM FOR BID

Bidders are not required to bid on all Entities							All Prices Include TAXES and FEES		
		Burner Service REQUIRED	Winter Blend may be required	FY2022 GALLONS			MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points	FIXED PRICE BID Bid price may be no more than THREE Decimal points	
Town	Delivery Address	Y or N	Y or N	TANK SIZE	Gallons to BID	TOTAL BY TOWN		BID PRICE PER GALLON	
PLAINFIELD	Highway Garage, 184 E. Main Street	Y	Y	1000 gallons	2,000 gallons	2,400 gallons	\$ 0 .	\$.	/gall
	Town Office/Library, 304 Main Street	Y	N	275 gallons	400 gallons				
ROWE	Town Hall, 321 Zoar Road	Y	N	2-330 gallons	2,000 gallons	3,550 gallons	\$ 0 .	\$.	/gall
	Library, 318 Zoar Road	Y	N	275 gallons	275 gallons				
	Fire Station, 4 Sibley Road	Y	Y	1000 gallons	1,000 gallons				
	Gracey House, 325 Zoar Road	Y	N	275 gallons	275 gallons				
SANDSFIELD	Town Hall Annex-66 Sandisfield Rd	Y	N	unknown gallons	1,514 gallons	6,055 gallons	\$ 0 .	\$.	/gall
	Old Town Hall-3 Silverbrook Rd	Y	N	unknown gallons	1,514 gallons				
	Library-23 Sandisfield Rd	Y	N	unknown gallons	1,514 gallons				
	Fire Station-207 Sandisfield Rd	Y	N	unknown gallons	1,514 gallons				
STAVROS CTR FOR IND LIVING	210 Old Farm Rd., Amherst	N	N	1000 gallons	1,200 gallons	1,200 gallons	\$ 0 .	\$.	/gall
WARWICK	Garage, 15 Garage Road (off Winchester Rd.)	Y	N	330 275 gallons	785 gallons	4,000 gallons	\$ 0 .	\$.	/gall
	Library, 12 Athol Road	Y	N	275 gallons	570 gallons				
	Fire Dept., 1 Hastings Pond Road	Y	Y	275 gallons	500 gallons				
	Warwick School, Winchester Rd.	Y	N	2-275 gallons	2,145 gallons				
WESTHAMPTON	Highway Dept 58 Hathaway Rd	Y	N	3,000 gallons	3,500 gallons	6,100 gallons	\$ 0 .	\$.	/gall
	Town Hall, 1 South Road	Y	N	2-275 gallons	1,000 gallons				
	Town Hall Annex, 3 South Road	Y	N	275 gallons	700 gallons				
	Public Library, 1 North Road	Y	N	275 gallons	900 gallons				

BIDDER NAME: _____

Heating Oil BID FORM SIGNATURE PAGE

Specify the lead time needed (hours, days, etc.) for call-in deliveries:

Regular deliveries _____ Emergencies _____

Burner service is provided on a 24-hour basis. Hourly Rate for repairs is: \$_____/hr during normal working hours and \$_____/hr for nights/weekends.


Check if company does NOT offer burner service

For Fixed Price Contract agencies only: Storage Fee for undelivered Fuel Oil for up to Six Months past the end of the contract may be charged at: \$_____ per gallon per month (not to exceed \$.05).

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

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

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.

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 AND CHECK HERE

SPECIFICATIONS

GASOLINE

1. The grade of non-leaded grade of gasoline shall meet present and future quality standard in accordance with ASTM designation D 439-73, with an anti-knock designation of at least two. The bidder shall indicate the present anti-knock (octane) index of the product as delivered. (Each Participant has indicated which Octane Index they desire on the bid sheet).
2. All bids for the guaranteed Rack Price plus Mark-Up per gallon will be based upon the Boston Low Tank Price for the gasoline grade needed as posted by the OPIS and reposted on Commbuys in open source.
3. ALL TAXES and FEES must be included in the total bid price per gallon. Awarded Vendors must set up a billing system where Participants are not charged taxes or fees in addition to their total awarded bid price. Repeated over-billing of Participants will be grounds for contract termination.
4. The awarded Vendor MUST contact the Participants to determine if they desire automatic deliveries or not WITHIN THE FIRST MONTH OF THE CONTRACT PERIOD. Town/Entity personnel are not required to assist in the deliveries and Vendors are cautioned to notify their shippers that adequate assistance must be provided at point of delivery. Vendors are urged to verify delivery conditions prior to bidding on this contract. Towns/Entities will not be obligated to make delivery condition changes to accommodate a new Vendor.
5. The Vendor must specify the lead time needed (hours, days, etc.) for call-in deliveries, both for regular deliveries and for emergencies. EMERGENCY deliveries must be made no more than 24 hours from request.

FRCOG COLLECTIVE BID for GASOLINE FY 2022 FORM FOR BID

Town		Delivery Address	OCTANE	FY2022 GALLONS Bid Prices include ALL TAXES AND FEES				
Bidders are not required to bid on all Entities			87 OR 89	TANK SIZE	GALLONS TO BID	Discount for 4,000 gall or more single delivery	MARK-UP OVER RACK PRICE Bid must not be more than THREE Decimals	FIXED PRICE Bid Price Must not be more than THREE Decimals
ASHFIELD	896 Cape St.	87	1,000 gallons	3,500		\$ 0 .	\$.	per Gall
BLANDFORD	114 Otis Stage Road, Route 23	87	1,000 gallons	2,000		\$ 0 .	\$.	per Gall
CHARLEMONT	12 Factory Rd.	87	1,000 gallons	5,000		\$ 0 .	\$.	per Gall
CHESTERFIELD	Highway Garage, Main Road	89	1,000 gallons	1,000		\$ 0 .	\$.	per Gall
CUMMINGTON	Highway Garage, Fairgrounds Road	87	1,000 gallons	3,200		\$ 0 .	\$.	per Gall
DEERFIELD	Hwy & Police Depts., 9 Merrigan Way, So Deerfield	87	2,000 gallons	4,600		\$ 0 .	\$.	per Gall
FRANKLIN CTY TECH SCHOOL	82 Industrial Blvd, Turners Falls, MA	87	3,000 gallons	8,000		\$ 0 .	\$.	per Gall
GOSHEN	Highway Garage, Highland Road	87	500 gallons	2,500		\$ 0 .	\$.	per Gall
GRANVILLE	Highway Garage, Westfield Road	87	500 gallons	7,600		\$ 0 .	\$.	per Gall
HADLEY	230 South Middle St.	89	10,000 gallons	22,000	\$ 0 .	\$ 0 .	\$.	per Gall
HATFIELD	Highway Garage, Straits Road	87	2,000 gallons	7,000		\$ 0 .	\$.	per Gall
HEATH	123 Branch Hill Rd	87	200 gallons	2,200		\$ 0 .	\$.	per Gall
HOLLAND	7 Sturbridge Rd	87	5,000 gallons	12,000		\$ 0 .	\$.	per Gall
MONTAGUE	128 Turners Falls Rd, Turners Falls	87	6,000 gallons	14,000	\$ 0 .	\$ 0 .	\$.	per Gall
PLAINFIELD	Highway Garage, 184 E. Main Street	89	500 gallons	3,000		\$ 0 .	\$.	per Gall
ROWE	6 Sibley Road	87	1,000 gallons	2,500		\$ 0 .	\$.	per Gall
SANDISFIELD	5 Silverbrook Rd	87	1,500 gallons	1,704		\$ 0 .	\$.	per Gall
SHUTESBURY	DPW, 53 Leverett Road	87	1,000 gallons	5,500		\$ 0 .	\$.	per Gall
WENDELL	Hwy. Dept., 3 Jackie Lane	89	500 gallons	800		\$ 0 .	\$.	per Gall
WHATELY	Town Garage, 71 Christian Lane	87	1,000 gallons	4,000		\$ 0 .	\$.	per Gall
WESTHAMPTON	Highway Garage, Stage Road	89	500 gallons	1,200		\$ 0 .	\$.	per Gall
WILLIAMSBURG	Highway Garage, 24 Main Street, Williamsburg, MA	87	500 gallons	4,800		\$ 0 .	\$.	per Gall

Bidder Name _____

GASOLINE BID FORM SIGNATURE PAGE

All taxes MUST be included in your total price per gallon.

Specify the lead time needed (hours, days, etc.) for call-in deliveries:

Regular deliveries _____ Emergencies _____

For Fixed Price Contract only: Storage of undelivered Gasoline for up to Six Months past the end of the contract date may be charged at: \$_____ per gallon per month (not to exceed \$.05).

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

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

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.

Authorized Signature  _____

Printed Name _____

Company Name * _____

Date _____

Postal Address _____

Email Address _____

_____ zip _____

Phone: _____

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DIESEL FUEL SPECIFICATIONS

1. Premium Diesel Fuel shall meet present day and future quality standards in accordance with ASTM designation D975-73 for Grade No. 2D
Distillation 90% boiling point (max.) 625 F.
Distillation final boiling point (max.) 675 F.
Cetane number - summer 40, winter 45
Sulfur content (max.) 1.0% Must comply with Federal Ultra Low Sulfur Guidelines
Gravity degrees, American Petroleum Institute, 30-42

2. Winter Blend diesel fuel must be delivered between **November 1 and March 31**. The Winter Blend fuel must meet all requirements to insure proper performance during the winter months for the location where the fuel will be used. Fuel Vendors are expected to monitor the forecast for long periods of upcoming extremely low temperatures and adjust their blend to meet the need INCLUDING kerosene blend. IF WINTER BLEND IS NEEDED, THE VENDOR MUST PROVIDE THE TOWN, WITH EACH DELIVERY, ENOUGH WINTER BLEND ADDITIVE OR KEROSENE (for extreme low temps) TO TREAT THE TANK TO PREVENT GELLING. **Emergency vehicles depend on treated fuel.**

3. All bids for the guaranteed Rack Price plus Mark-Up per gallon will be based upon the Boston Low Tank Car Price as posted by the OPIS for “Ultra Low Sulfur” and “Ultra Low Sulfur with additive” for winter blend.
4. ALL TAXES and FEES must be included in the total price per gallon. Awarded Vendors must set up a billing system where Participants are not charged taxes or fees in addition to their total awarded bid price. Repeated over-billing of Participants will be grounds for contract termination.
5. The awarded Vendor MUST contact the Participants to determine if they desire automatic deliveries or not WITHIN THE FIRST MONTH OF THE CONTRACT PERIOD. Town/Entity personnel are not required to assist in the deliveries and Vendors are cautioned to notify their shippers that adequate assistance must be provided at point of delivery. Vendors are urged to verify delivery conditions prior to bidding on this contract. Towns/Entities will not be obligated to make delivery condition changes to accommodate a new vendor.
6. The Vendor must specify the lead time needed (hours, days, etc.) for call-in deliveries, both for regular deliveries and for emergencies. EMERGENCY deliveries must be made no more than 24 hours from request.

FRCOG COLLECTIVE BID
FORM FOR BID- FY 22 DIESEL FUEL Delivered

Bidders are not required to bid on all Entities		FY2022 GALLONS		Prices include ALL TAXES AND FEES				
				FIXED PRICE BID Bid may not be more than THREE Decimal points	MARK-UP OVER RACK BID Bid may not be more than THREE Decimal points	Discount for drops 4,000 gall or more	Add on for Winter Blend, including Kero, if required	per
Town/Entity	Delivery Address	TANK SIZE	GALLONS TO BID					
ASHFIELD	896 Cape St.	2,000 gallons	8,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
BLANDFORD	114 Otis Stage Road, Route 23	1,000 gallons	6,200 gallons	\$.	\$ 0 .		\$ 0 .	/gall
BUCKLAND	50 Conway Street	1,000 gallons	10,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
CHARLEMONT	Town Garage, 12 Factory Road	1,000 gallons	8500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
CHESTERFIELD	Highway Garage, Main Road	2,000 gallons	6,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
COLRAIN	9 Jacksonville Road	2,000 gallons	10,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
CUMMINGTON	Highway Garage, Fairgrounds Road	1,000 gallons	8,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
DEERFIELD	Highway Garage, 9 Merrigan Way	2,000 gallons	10,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
FRANKLIN CTY TECH SCHOOL	82 Industrial Blvd, Turners Falls	250 gallons	1,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
GOSHEN	Highway Garage, Highland Road	1,000 gallons	8,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
GRANVILLE	Highway Garage, Westfield Road	1,500 gallons	12,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
HADLEY	230 South Middle Street	10,000 gallons	19,000 gallons	\$.	\$ 0 .	\$ 0 .	\$ 0 .	/gall
HATFIELD	Highway Garage, Straits Road	2,000 gallons	8,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
HEATH	123 Branch Hill Road	1,000 gallons	6,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
HOLLAND	7 Sturbridge Rd	1,000 gallons	8,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
LEYDEN	Highway Garage	2,000 gallons	6,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
MONTAGUE	11 Sandy Lane, Turners Falls	6,000 gallons	14,000 gallons	\$.	\$ 0 .	\$ 0 .	\$ 0 .	/gall
NEW MARLBOROUGH	603 Mill River Southfield Rd, Mill Riv	1,000 gallons	11,100 gallons	\$.	\$ 0 .		\$ 0 .	/gall
NORTHFIELD	Hwy Garage, 49 Caldwell Road Fire Station, 93 Main Street	2000 1000 gallons	13,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
ORANGE	Hwy Garage, East River Street Recycling Ctr, Jones Street Fire Dept., 10 Water Street	330 275 gallons 330	13,100 gallons	\$.	\$ 0 .		\$ 0 .	/gall
PELHAM	DPW, 353 Amherst Road	1500 gallons	4,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
PLAINFIELD	Highway Garage, 184 E. Main St	1,000 gallons	3,600 gallons	\$.	\$ 0 .		\$ 0 .	/gall
ROWE	Town Garage, 6 Sibley Road	1,000 gallons	8,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
SANDSFIELD	5 Silverbrook Rd, Sandisfield	1,500 gallons	8,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
So. HADLEY FIRE DIST. #2	20 Woodbridge St.,	3 - 275 gallons	1,200 gallons	\$.	\$ 0 .		\$ 0 .	/gall
SHUTESBURY	DPW, 53 Leverett Road	1,000 gallons	5,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
WARWICK	Hwy. Department, Winchester Rd	2,000 gallons	7,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
WENDELL	Hwy. Department, 3 Jackie Lane	1,000 gallons	4,500 gallons	\$.	\$ 0 .		\$ 0 .	/gall
WESTHAMPTON	Highway Garage, Stage Road	2,000 gallons	9,000 gallons	\$.	\$ 0 .		\$ 0 .	/gall
WILLIAMSBURG	Highway Garage, 24 Main Street	2,000 gallons	7,200 gallons	\$.	\$ 0 .		\$ 0 .	/gall

Bidder Name: _____

Print Neatly - Illegible Bids May Be Rejected

#2 DIESEL BID FORM SIGNATURE PAGE

Specify the lead time needed (hours, days, etc.) for call-in deliveries:

Regular deliveries _____ Emergencies _____

For Fixed Price Contract agencies only: Storage of undelivered Diesel Fuel for up to Six Months past the end of the contract date would be charged at: \$_____ per gallon per month (not to exceed \$.05).

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

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

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Authorized Signature  _____

Printed Name _____

Company Name * _____

Date _____

Postal Address _____

Email Address _____

_____zip_____

Phone: _____

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