

## 1.0 PUBLIC NOTICE

### PUBLIC NOTICE

The School Committees from the following schools and municipalities hereby invite bids for the 2019 – 2020 school year: ASHBURNHAM/WESTMINSTER, AUBURN, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE REGIONAL, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, N. BROOKFIELD, NORTHBORO/SOUTHBORO, QUABBIN REGIONAL, QUABOAG REGIONAL, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWNS OF LEICESTER, SPENCER.

### FUEL OIL #2 – LARGE TANK

Specification and bid proposal forms are available from November 19, 2019 through December 3, 2019 at:

**French River Education Center, Inc.**  
**672 Main Street, P.O. Box 476**  
**North Oxford, MA 01537**  
**Phone (508) 987-0219, Ext. 103**  
**Fax (508) 987-1396**  
**Att: Anne Bossolt**  
**abossolt@frec.org**

All bids must be in conformity with all pertinent statutes and regulations of the Commonwealth of Massachusetts.

All bids must be labeled **2020– 2021 FUEL OIL #2 – LARGE TANK** and received at the French River Education Center, Inc., 672 Main Street, North Oxford, MA.

**ISSUE DATE: November 19, 2019**

**ISSUE TIME: 9:00 AM November 19, 2019.**

**DATE/TIME OF AWARD: FY 2021 Oil Bid will be publicly opened and read at 12:00 noon on December 3, 2019. This bid will be awarded by 1:00 PM on December 3, 2019.**

THIS IS A SINGLE YEAR, FIXED PRICE BID. The Participants reserve the right to reject any or all bids, or any part thereof; when it appears to them that the best interests of the participants are served by doing so.

Ricci Hall  
Director  
French River Education Center

## **GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS**

### **1.1 Context**

This Invitation for Bids (IFB) has been prepared by French River Education Center for informational purposes and is being furnished solely for use by prospective bidders in considering their interest in supplying fuel to the entities listed in this IFB. Please note that the customers outlined in the bid document should not be contacted directly by prospective bidders under any circumstances.

This IFB is subject to the statutory requirements of MGL 30B Uniform Procurement Laws of the Commonwealth of Massachusetts.

The information contained herein has been prepared to assist interested bidders and correlating suppliers in developing their own bids to provide fuel service. French River Education Center does not purport to have included all of the information that may be relevant to or desired by a prospective bidder. French River Education Center makes no representation or warranty (expressed or implied) as to the accuracy or completeness of the information in this IFB nor shall French River have any liability for any representations (expressed or implied) contained in, or for any omission from, this IFB or any other written or oral communications transmitted to the recipient during the course of this bidding process.

French River Education Center reserves the right to negotiate additions to and/or modifications in the nature of the usage (load) at any time prior to entering into a definitive agreement with the winning bidder.

### **1.2 Proposal and Contract**

This bid document and all related appendices, bid proposal forms, compliance forms addenda and bidder's response is an integral part of the contractor's bid proposal and contract for services.

Customer may reject any significant changes to this IFB.

Bidder will provide the supply and service as specified for the bid price.

Bids must be delivered to: French River Education Center, Inc., 672 Main Street, P.O. Box 476, North Oxford, MA 01537, Att: Anne Bossolt.

**ISSUE DATE: November 19, 2019**

**ISSUE TIME: 9:00 AM November 19, 2019.**

**DATE/TIME OF AWARD: FY 2021 Oil Bid will be publicly opened and read at 12:00 noon on December 3, 2019. This bid will be awarded by 1:00 PM on December 3, 2019.**

**Bids should be clearly marked on the outside: 2020 – 2021, FY 2021, FUEL OIL #2 – LARGE TANK. The bid must be accompanied by a Non-Collusion form, Tax Compliance Certificate, Bid Pricing form, Certificate of Insurance, Bid Deposit and Certificate of Corporate Authority. Bids will be found acceptable if hand-delivered, delivered by courier, or received through the mail. Electronic responses are unacceptable.**

## **2.0 Addendum**

If any changes are made to this Invitation for Bid (IFB), an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

## **2.1 Questions**

Questions concerning this invitation for bid should be directed to Anne Bossolt, French River Education Center, Inc., 672 Main Street, North Oxford, MA before 4:00 PM on December 2, 2019. Questions may be delivered, mailed, emailed, telephoned or faxed.

## **2.2 How to Modify or Withdraw Bid**

A bidder may correct, modify, or withdraw a bid by written notice received by the French River Education Center, Inc. prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence, and must reference **"2020 - 2021 FUEL OIL #2 – LARGE TANK"** the original IFB. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interest of the participating school districts of fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake on the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

## **2.3 District Right to Cancel IFB or Reject Bids**

The Participants may cancel this IFB, or reject in whole or in part any and all bids, if the Participants determine that the cancellation or rejection serves their best interest.

## **2.4 Bid Price Requirement**

All bid prices submitted in response to this IFB must remain firm from July 1, 2020 through June 30, 2021.

The only exception that would be considered is an Industry Force Majeure that must be so designated by the Office of the Attorney General. **Bid price to include all charges and fees related to this purchase. No additional cost will be paid for delivery.**

## **2.5 Unexpected Closures**

If, at the time of the scheduled bid opening, the Office of the French River Education Center, Inc. is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 12:00 PM on the next normal business day.

## **2.6 Bid Deposit Requirements**

All bidders must submit with their bids, at no cost to the owner, a CERTIFIED OR CASHIERS CHECK OR AN INSURED BID BOND in the amount of \$2,500. Such check or bid bond to be made payable to the French River Education Center (Obligee). The certified check from unsuccessful bidders will be returned within 10 days after the school committees award the bid. The certified/cashiers check from the successful bidder will be returned upon delivery of the performance bond.

## 2.7 Performance Bond

The Contractor will be required to submit a SURETY PERFORMANCE BOND, guaranteeing the performance of the contract, in the amount of 50% of the total bid price. This shall be required of the successful bidder at no cost to the school departments, guaranteeing all conditions of the IFB. The bond must be in the owner's possession within ten (10) business days of date of award. The performance bond should list the following as the Obligee, "Participating School Districts of the French River Purchasing Cooperative". The surety bond must be obtained from a surety company qualified to do business in the Commonwealth of Massachusetts. The surety company must have an A.M. Best rating of A or higher. The bond shall be in such form as is satisfactory to the Customer.

## 2.8 Product Acceptance

The receiving school district shall have fourteen (14) days from the date of delivery to accept or reject the order due to noncompliance with the bid specifications.

## 3.0 Purchase Description

The schools and municipalities listed in the accompanying spreadsheet solicit bids to furnish and deliver the specified quantity of **NUMBER 2 FUEL OIL** to the various locations, as specified, beginning July 1, 2020 and ending June 30, 2021. **The 1,692,100 gallons indicated on the accompanying spreadsheet is an estimate and may vary dependent upon factors such as weather conditions, energy conservation measures. This estimate may also vary due to school closings or school energy conversions to natural gas or other energy sources.**

### **FIXED PRICE:**

**An all-in fixed price should be provided for the term of the contract. Fixed price to include all fees for service including but not limited to margin, transportation, tank inspection and environmental fees. Fixed price should be uniform across all districts/location of delivery. Fixed price should be uniform for all percentages of bio heat.**

**#2 Fuel Oil for this IFB may contain a bio heat component, but that component must not exceed 10%. A Certificate of Analysis may be requested by an individual school district at any time. Percentage of bio heat per delivery must be included on invoices.**

## 4.0 Rule of Award

Contract will be awarded to the responsive and responsible vendor who submits the lowest bid price.

#### **4.1 Minimum Criteria**

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

Price will be stated in dollars per gallon, to four (4) decimal places, to include all fees for service including but not limited to margin, transportation, tank inspection and environmental fees, **on the Bid Form**, delivered to the listed facilities. **Please include a W-9 with your submission. A Certificate of Corporate Authority must also be included.**

The bidder must be in compliance with any and all Federal and State requirements involved with the sale and transportation of fuel oil.

The bid must be accompanied by a Non-Collusion form, Tax Compliance certificate, and Bid Pricing form, Certificate of Insurance, Bid Deposit and Certificate of Corporate Authority.

The bidder must provide references from schools and businesses they have done business with over the last three years indicating their names, addresses, telephone numbers, contact persons, dates of service and approximate annual volume of oil service.

#### **5.0 Billing Requirement**

Invoices should include the name and address of vendor, date of delivery, gallons delivered, unit price per gallon, and total cost. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery. At the discretion of the district, invoices may not be paid until orders are complete.

No charge will be allowed for federal, state or municipal sales or excise taxes from which the School Districts are exempt.

#### **6.0 Termination of Contract**

If, through any cause, the Vendor shall fail to fulfill in a timely or proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, the Customer shall have the right to immediately terminate this Contract upon written notice to the Vendor of such termination and specifying the effective date of termination. Any damage incurred through any default, shall be a charge against any amounts due from the Customer to the Vendor.

#### **7.0 Delivery Requirements**

**7.1** Successful bidder must arrange for delivery in accordance with the instructions of the head custodian or designee of each school or municipal building. Once contacted for delivery, delivery must be made within forty-eight (48) hours unless alternative arrangements between the school district and the vendor have been agreed upon. The vendor shall warrant good title to all fuel delivered. Title of the fuel will pass to the Customer after delivery.

**7.2** Number 2 Fuel Oil shall be delivered in 3,500 gallon minimum lots unless smaller deliveries are mutually agreed upon. Deliveries of gallons below 3,500 will incur no additional fees.

**7.3** All deliveries must be automatically metered. Subsequent to the delivery, a metered receipt indicating such information as date of delivery, meter readings at start and end of delivery, gallons delivered, name and/or address of building, signature of someone at building should be

left with appropriate personnel at delivery location. Spillage shall be the responsibility of the Contractor.

**7.4** All tanker load lot deliveries must be made in the presence of an agent of awarding authorities. A delivery slip must be left with someone at the building site. Spillage shall be the responsibility of the contractor.

**7.5** The school committees, city councils or boards of selectmen reserve the right to vary the quantities of Number 2 Fuel Oil or delivery points without a change in the unit cost of the fuel oil when the best interest and demands of the school are best served by so doing.

## **8.0 INSURANCE REQUIREMENTS**

**8.1** All bidders must provide Certificates of Insurance prior to the bid opening:

- Worker's Compensation coverage in accordance with Massachusetts General Laws.
- **Comprehensive General Liability of at least \$1,000,000/\$2,000,000 and must include Completed Operations Coverage.** Such insurance to be with a company satisfactory to the awarding authority so as to hold harmless the awarding authorities from any and all claims for damages arising out of bodily injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission of contractor or for anyone in his employ during the execution of work.
- Commercial Fleet Coverage of at least \$300,000/\$500,000 for liability and \$100,000 for property damage.

**8.2** All such coverage shall remain in force and effect for the term of the contract.

**8.3** All bidders shall disclose insurance for pollution coverage.

**8.4** No cancellation of any insurance whether by the insurer or by the insured shall be effective unless written notice thereof is given to the awarding authority at least fifteen days prior to the intended effective date. Prior to the effective date of any such cancellation, the contractor will be required to take out new insurance to cover the policies so cancelled or risk contract termination.

## **9.0 REQUIRED PRODUCT SPECIFICATIONS**

**9.1** All Number 2 Fuel Oil must conform to all requirements of the U.S. National Bureau of Standards, the Laws of the Commonwealth of Mass. and the regulations of the Department of Public Health, Bureau of Air Use Management and amendments thereto in such cases, made and provided, or which shall be made during the term of the contract. Specifications of the American Petroleum Institute must be met during the contractual period with regard to sulphur content and for the control of air pollution.

**9.2** All oil may be regularly and continually analyzed or only part or parts may be analyzed by any purchaser. Upon such an analysis being made, the contractor shall receive reasonable notice and shall be entitled to have a representative present when samples are taken and shall

be entitled to take samples like the sample to be analyzed. The contractor will be notified of any oil rejected for not having complied with the analysis and is to immediately remove same at his own expense and on failure to do so the purchaser affected may individually remove it at the expense of said contractor, and if the contractor fails to provide proper oil within a reasonable length of time, the purchaser may individually cancel contract or may at the expense of the contractor purchase a proper oil which will comply with the analysis, as specified charging said Contractor for any excess in cost. Therefore, oil rejected under this paragraph, if partially used, shall be paid for at the contract price involved.

**#2 Fuel Oil for this IFB may contain a bio heat component, but that component must not exceed 10%. A Certificate of Analysis may be requested by an individual school district at any time. Percentage of bio heat per delivery must be included on invoices.**

**9.3** While performing work under this contract, the Vendor shall be responsible for completing clean up of any spills or accidental releases to the environment at no cost to the Customer. The Vendor shall notify all local, state and federal authorities as required by law in the event of such a release or threat of release. The Vendor will immediately notify the user facility contact person in the event of a spill, release, or threat of release to the environment and prior to initiating clean up response actions. If prior notification of the facility person is not possible, then the Vendor shall take appropriate response actions, and notify the contact person as soon as possible thereafter. In either case, the Vendor must provide a written summary to the contact person, setting forth the response actions taken.

#### **BIDDER INFORMATION AND DELIVERY POINTS**

**See spread sheets on next four pages:**

#### **10.0 Sample Contract**

**The successful bidder(s) will be required to sign a contract which includes the language contained in this section of the IFB (section 10.0).**

#### **SAMPLE CONTRACT #2 FUEL OIL**

FRENCH RIVER EDUCATION CENTER PURCHASING COOPERATIVE  
672 MAIN STREET, PO BOX 476  
NORTH OXFORD, MA 01537

Telephone: (508) 987-0219 Fax: (508) 987-1396

#### **AGREEMENT**

AGREEMENT made this 3<sup>rd</sup> day of December, 2019, between the French River Education Center Purchasing Cooperative, and [company], a corporation having a usual place of business at \_\_\_\_\_ (the "Contractor").

WHEREAS, the French River Education Center Purchasing Cooperative is interested in procuring #2 Fuel Oil for the participating school districts and municipalities listed in the Public Notice in conformity with all legal requirements for a period of one year, FY21;

WHEREAS, the Contractor submitted a bid for the product sought by the French River Education Center Purchasing Cooperative, and the Contractor's bid has been found to be acceptable;

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt whereof is hereby acknowledged, the French River Education Center Purchasing Cooperative and the Contractor mutually agree as follows:

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

It is understood that the delivery person of the motor carrier has the final say as to how much oil a given tank can safely take. Massachusetts regulations require a tank not to be filled to more than 90% of nominal capacity. If the Customer orders more oil than the tank can safely take, the delivery person will unload as much oil as can be safely delivered in the tank and notify the Customer of the situation.

**B. Spillage:** While performing work under this contract, the Vendor shall be responsible for completing clean up of any spills or accidental releases to the environment at no cost to the Customer. The Vendor shall notify all local, state and federal authorities as required by law in the event of such a release or threat of release. The Vendor will immediately notify the user facility contact person in the event of a spill, release, or threat of release to the environment and prior to initiating clean up response actions. If prior notification of the facility person is not possible, then the Vendor shall take appropriate response actions, and notify the contact person as soon as possible thereafter. In either case, the Vendor must provide a written summary to the contact person, setting forth the response actions taken.

**C. Billing:** Invoices should include the name and address of vendor, date of delivery, gallons delivered, unit price per gallon, and total cost. Bid price to include all charges related to this purchase. No additional cost will be allowed. At the discretion of the district, invoices may not be paid until orders are complete. No charge will be allowed for federal, state or municipal sales or excise taxes from which the School Districts are exempt.

**D. Ordering/Pricing:** All bid prices submitted in response to this IFB must remain firm from July 1, 2020 through June 30, 2021.

Bid price to include all charges and fees related to this purchase. No additional cost will be paid for delivery.

**E. Title:** The vendor shall warrant good title to all fuel delivered. Title of the fuel will pass to the Customer after delivery.



**F. Termination:** If, through any cause, the Vendor shall fail to fulfill in a timely or proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, the Customer shall have the right to immediately terminate this Contract upon written notice to the Vendor of such termination and specifying the effective date of termination. Any damage incurred through any default, shall be a charge against any amounts due from the Customer to the Vendor.

**G. Incorporated by Reference:** The Non – collusion form, Tax Compliance Certificate, Bid Pricing Form, Certificate of Insurance, Bid Deposit, Certificate of Corporate Authority, and the French River Education Center's Invitation for Bids and addenda, if any, are hereby incorporated into this contract.

IN WITNESS WHEREOF, the French River Purchasing Cooperative, and \_\_\_\_\_ have duly executed this Contract, and a duplicate thereof, on the day and year first above written.

By: \_\_\_\_\_  
Mr. Ricci Hall  
French River Education Center  
672 Main St., PO 476  
N. Oxford, MA 01537

By: \_\_\_\_\_  
Contractor:

## 11.0 Compliance Certification Form

### 2020 - 2021 FUEL OIL #2 – LARGE TANK

#### TAX COMPLIANCE CERTIFICATION FORM

ASHBURNHAM/WESTMINSTER, AUBURN, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE REGIONAL, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, N. BROOKFIELD, NORTHBORO/SOUTHBORO, QUABBIN REGIONAL, QUABOAG REGIONAL, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWNS OF LEICESTER, SPENCER.

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, am in compliance with all laws of the Commonwealth related to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of Individual or Corporate Name

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Corporate Officer (if applicable)

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Social Security or Federal Identification Number

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Date

## 12.0 Non-Collusion Form

### 2020 - 2021 FUEL OIL #2 – LARGE TANK

#### NON-COLLUSION FORM

ASHBURNHAM/WESTMINSTER, AUBURN, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE REGIONAL, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, N. BROOKFIELD, NORTHBORO/SOUTHBORO, QUABBIN REGIONAL, QUABOAG REGIONAL, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWNS OF LEICESTER, SPENCER.

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

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Signature of Person Submitting Bid or Proposal

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Name

**13.0 BID PRICING FORM**

**BID PRICING FORM**

**2020 - 2021 FUEL OIL #2 – LARGE TANK**

**PLEASE COMPLETE THE ATTACHED PRICING SPREAD SHEET**

**FIXED PRICE PER GALLON \_\_\_\_\_ (to 4 decimal places)**

\_\_\_\_\_  
Brand Name

\_\_\_\_\_  
Refining Company

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email address:

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Printed Name of Authorized Person

## 14.0 CERTIFICATE OF CORPORATE AUTHORITY

### CERTIFICATE OF AUTHORITY

I hereby certify that I am the  
Clerk/Secretary of

\_\_\_\_\_  
(insert full name of Corporation)

corporation, and  
that

\_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds**)

is the duly  
elected

\_\_\_\_\_  
(insert the title of the officer in line 2)

of said corporation, and  
that on

\_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the  
officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which  
all the directors were present or waived notice, it was voted that

the

\_\_\_\_\_  
(insert **name** from line 2)

\_\_\_\_\_  
(insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the  
name and on behalf of said corporation, and affix its Corporate Seal thereto, and  
such execution of any contract of obligation in this corporation's name and on its  
behalf, with or without the Corporate Seal, shall be valid and binding upon this  
corporation; and that the above vote has not been amended or rescinded and  
remains in full force and effect as of the date set forth below:

ATTEST: \_\_\_\_\_  
(Signature of **Clerk or Secretary**)\*

AFFIX CORPORATE SEAL HERE

Name: \_\_\_\_\_  
(Please print or type name in line  
6)\*

Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER**  
the date the officer signed the  
**contract and bonds.**)

\*The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## 15.0 Checklist Form

### CHECKLIST FORM

#### 2020 - 2021 FUEL OIL #2 – LARGE TANK

Please include the following items in your bid proposal:

<u>ITEM</u>	<u>COMPLETED AND INCLUDED</u>
Non – Collusion Form	_____
Tax Compliance Certificate	_____
Bid Pricing Form	_____
Certificate of Corporate Authority	_____
Certificate of Insurance	_____
Certified or Cashier's check/insured bid bond	_____
W-9 Form	_____

**NOTE: Failure to supply all the above items and information may result in your bid being disqualified.**