

PUBLIC NOTICE

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Competitive Energy Services (CES) on behalf of French River Education Center and the School Committees from the following schools and municipalities hereby invite bids for the 2023-2024 FY 24 school year: AUBURN, ASHBURNHAM/WESTMINSTER, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, NASHOBA REGIONAL, NORTHBORO/SOUTHBORO, NORTH BROOKFIELD, QUABOAG, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWN OF LEICESTER, TOWN OF SPENCER.

FUEL OIL – LARGE TANK

Specification and bid proposal forms are available from February 1, 2023 through February 15, 2023 at:

Competitive Energy Services (CES)
148 Middle Street
Portland, ME 04101
Phone (603) 767-5321
Att: Larry Pignataro
lpignataro@competitive-energy.com

And

French River Education Center, Inc.
672 Main Street, P.O. Box 476
North Oxford, MA 01537
Phone (508) 987-0219
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 **2023 - 2024 FUEL OIL – LARGE TANK** and received at Competitive Energy Services not later than 11:30 AM on February 15, 2023. Bids will be opened at 12:00 noon on February 15, 2023 and publicly read. **All bids must be sent electronically. All responses should be emailed to CES at address listed above.** We are not responsible for errors in email transmissions.

If found acceptable, the Bid will be awarded by 2:00 PM on February 15, 2023.

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.

GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

1.1 Context

This Invitation for Bids (IFB) has been prepared by Competitive Energy Services, LLC (“CES”) 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. CES has been retained to manage and procure energy on the districts’ behalf and will arrange for the dissemination of all information related to this IFB process. Please note that the customers outlined in the bid document should not be contacted directly by prospective bidders under any circumstances.

The information contained herein has been prepared to assist interested bidders and correlating suppliers in developing their own bids to provide fuel service. CES does not purport to have included all the information that may be relevant to or desired by a prospective bidder. CES makes no representation or warranty (expressed or implied) as to the accuracy or completeness of the information in this IFB nor shall CES 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 bidding process.

By accepting this Invitation for Bid, the bidder acknowledges and agrees that: (1) all of the information contained herein is confidential; (2) the bidder will not reproduce this IFB in whole or in part, except to the extent required to respond to this IFB; (3) if the bidder does not wish to submit a bid, it will destroy this IFB as soon as practicable, together with any other material related to this IFB process that the bidder may have received from CES; and (4) any proposed actions by the bidder that are inconsistent in any manner with the foregoing will require the prior written consent of CES.

CES reserves the right (1) to negotiate with one or more prospective purchasers at any time, (2) 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, (3) to terminate at any time further participation in the investigation, proposal and negotiation process by any or all prospective bidders, and (4) to enter into a definitive agreement without prior notice to other prospective bidders. CES’s determinations as to with whom it may negotiate or enter into an agreement to provide fuel service will be based on such factors as CES, in its sole discretion, shall deem sufficient.

1.2 Proposal and Contract

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

Bids must be delivered to: Competitive Energy Services, 148 Middle Street, Portland, ME 04101, Att: Larry Pignataro, lpignataro@competitive-energy.com by 11:30 AM on February 15, 2023. All bids will be publicly opened and read. Bids should be clearly marked on the outside: **2023 – 2024 FUEL OIL – LARGE TANK.** All bids must include a non-collusion form, tax compliance certificate, bid pricing form, certificate of corporate authority, certificate of insurance, certified or cahiers check/insured bid bond, W-9 form and most recent financial statement.

All bids must be sent electronically. All responses should be emailed to CES at address listed on page one (1).

Responses will be secured by CES until opening date and time. CES is not responsible for errors in email transmission.

2.0 Addendum

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

2.1 Questions

Questions concerning this invitation for bid should be directed to CES, attention Larry Pignataro, lpignataro@competitive-energy.com.

2.2 How to Modify or Withdraw Bid

A bidder may correct, modify, or withdraw a bid by written notice received by CES prior to the time and date set for the bid opening. Bid modifications must be emailed to CES and designated "Modification No.____." Each modification must be numbered in sequence and must reference "**2023 – 2024 FUEL OIL – 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.

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 firm bid prices submitted in response to this IFB must remain firm from the date of award through June 30, 2024. **The Firm Bid Quotation will be in effect for the term of the bid as stipulated in the IFB Document. 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 Offices of Competitive Energy Services are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 12:00 p.m. on the next normal business day.

2.6 Bid Deposit/Performance Bond

All bidders must submit with their bids, at no cost to the owner, a CERTIFIED OR CASHIERS CHECK OR INSURED BID BOND in the amount of \$2,500. Such check or bid bond to be made payable to French River Education Center, Inc. Unsuccessful bidders' checks or bid bonds will be returned after bid opening. The certified/cashier's check from the successful bidder will be returned upon delivery of the performance bond. An INSURED PERFORMANCE BOND, in the amount of 50% of the total bid price, shall be required of the successful bidder at no cost to the school departments, guaranteeing all conditions of the specifications. The bond must be received prior to the delivery of oil. The performance bond should list the following, "Participating School

Districts of the IFB for Fuel Oil FY 2024 as prepared by CES on behalf of French River Education Center”.

2.7 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 FUEL OIL to the various locations, as specified, beginning July 1, 2023 and ending June 30, 2024. **The 1,648,000 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.**

Bidders are encouraged to bid on both options listed below:

1. ULSHO – Ultra Low Sulphur Heating Oil
2. ULSHOB10 - Ultra Low Sulphur Heating Oil not to exceed 10% bioheat

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/locations of delivery.

4.0 Rule of Award

The contract will be awarded on February 15, 2023, prior to 2:00 PM to the responsive and responsible bidder with the lowest unit price.

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

1. Price will be stated in dollars per gallon, to four decimal places, to include all Contractor's fees, **on the Bid Form**, delivered to the listed locations.
2. The bidder must be in compliance with any and all Federal and State requirements involved with the sale and transportation of fuel oil.
3. All bids must include a 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 and most recent financial statement.
4. Each bid must be signed, indicating that the bidder promises to provide the product specified for the bid price.
5. The bidder must provide references from schools and businesses they have done business with in the last three years indicating their names, addresses, telephone

numbers, contact persons, dates of service and approximate annual volume of oil product.

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

The Participating School Districts and municipalities reserve the right to terminate the contract for noncompliance with delivery and quality requirements as set forth in this IFB.

7.0 Delivery Requirements

7.1 The successful bidder must arrange for delivery in accordance with the instructions of the head custodian of each school. 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. **If delivery is not made within 48 hours (of date and time of order) and alternative arrangements between the school district and the vendor cannot be agreed upon, the district may secure oil for the particular delivery in question from an alternative vendor. The vendor will be responsible for any price difference incurred.**

7.2 Fuel Oil shall be delivered in minimum of 2,500 gallon lots as requested.

7.3 Each bidder must submit time required for delivery of Fuel Oil from the time an order is placed.

7.4 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 accepting party should be left with appropriate personnel at delivery location. Spillage shall be the responsibility of the Contractor.

7.5 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.

7.6 The school committees reserve the right to vary the quantities of 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 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.

9.0 REQUIRED PRODUCT SPECIFICATIONS

9.1 All Fuel Oil must conform to all requirements of the U.S. National Bureau of Standards, the Laws of the Commonwealth of Massachusetts 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 sulfur 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 as required. The contractor 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 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.

BIDDER INFORMATION AND DELIVERY POINTS

[See accompanying Bid Form spreadsheet](#)

10.0 Compliance Certification Form

2023 – 2024 FUEL OIL – LARGE TANK

TAX COMPLIANCE CERTIFICATION FORM

AUBURN, ASHBURNHAM/WESTMINSTER, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, NASHOBA REGIONAL, NORTHBORO/SOUTHBORO, NORTH BROOKFIELD, QUABOAG, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWN OF LEICESTER, TOWN OF 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.

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Social Security or Federal Identification Number

Date

11.0 Non-Collusion Form

2023 - 2024 FUEL OIL– LARGE TANK

NON-COLLUSION FORM

AUBURN, ASHBURNHAM/WESTMINSTER, AYER/SHIRLEY, BERLIN/BOYLSTON, BLACKSTONE/MILLVILLE, DOUGLAS, DUDLEY/CHARLTON REGIONAL, LEICESTER, NASHOBA REGIONAL, NORTHBORO/SOUTHBORO, NORTH BROOKFIELD, QUABOAG, SOUTHBRIDGE, SUTTON, TANTASQUA REGIONAL, WACHUSETT REGIONAL, WINCHENDON, TOWN OF LEICESTER, TOWN OF 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.

Signature of Person Submitting Bid or Proposal

Name

12.0 BID PRICING FORM

2023 - 2024 FUEL OIL- LARGE TANK
BID PRICING FORM

CONTRACT PERIOD: July 1, 2023 – June 30, 2024
Date of Award – February 15, 2023

PLEASE COMPLETE THE ATTACHED PRICING SPREAD SHEET

FIXED PRICE PER GALLON (to four decimal places)

Brand Name Refining Company Supply Location

Price per gallon: ULSHO _____

Price per gallon: ULSHOB10 _____

Firm Name Phone

Street Address Date

City State Zip

Signature of Authorized Person Printed Name of Authorized Person

Contact email

13.0 Checklist Form

CHECKLIST FORM

2023 - 2024 FUEL OIL – 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	_____
Most recent financial statement	_____

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

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 Sample Contract

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

FUEL OIL – LARGE TANK

Competitive Energy Service on behalf of
French River Education Center

AGREEMENT

AGREEMENT made this 15th day of February 2023, between French River Education Center, Inc., and [company], a corporation having a usual place of business at _____ (the “Contractor”).

WHEREAS the participating districts of this IFB are interested in procuring Fuel Oil as included in the IFB in conformity with all legal requirements for a period of one year, FY24, July 1, 2023 – June 30, 2024.

WHEREAS the Contractor submitted a bid for the product sought by Competitive Energy Services on behalf of 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, French River Education Center, Inc. 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, 2023. Deliveries are to be made within 48 hours or two working days from the time of order placement. Delivery of oil must be made on days and during hours that are acceptable to the Customer.

If delivery is not made within 48 hours (of date and time of order) and alternative arrangements between the school district and the vendor cannot be agreed upon, the district may secure oil for the particular delivery in question from an alternative vendor. The vendor will be responsible for any price difference incurred.

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 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, 2023, through June 30, 2024.

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 Invitation for Bids and addenda, if any, are hereby incorporated into this contract.

IN WITNESS WHEREOF, French River Education Center, Inc., and _____ have duly executed this Contract, and a duplicate thereof, on the day and year first above written.

By: _____
Ricci Hall
French River Education Center
672 Main Street
N. Oxford, MA 01537

By: _____
Contractor: