

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7730-W2

DATE: November 23, 2021

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro, MCPPO

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: DECEMBER 15, 2021

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7730-W2, Fuels, Gasoline & Diesel – City"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Furnish and Deliver Gasoline and Diesel Fuels as per the requirements and specifications of the City of Worcester for the period of Twelve (12) Months from January 1, 2022 through December 31, 2022.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: **Section 14: Time reserved for award is ninety days is revised to: Time reserved for award is four (4) hours from bid opening.**

Questions pertaining to this bid **must be** directed to Christopher J. Gagliastro via e-mail at gagliastroc@worcesterma.gov

7. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
8. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
9. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
10. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
- 11. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. Conditional bids will not be accepted.**
12. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
13. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
14. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. Time reserved for award is ninety days.
15. In case of error in the extension prices quoted herein, the unit price will govern.
16. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
17. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
18. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
19. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
20. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
21. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.

22. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
23. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
24. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
25. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

26. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
27. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
28. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
29. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
30. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
31. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

32. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
33. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

34. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

35. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
36. The contractor shall familiarize himself with the location and facilities for storage.
37. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

38. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
39. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
40. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
41. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
42. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
43. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

44. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
45. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a “sex offense” or a “sex offense involving a child” or a “sexually violent offense” or would meet the definition of “sexually violent predator” as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
46. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
47. The Contractor’s performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information (“CORI”) from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
48. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term “responsible bidder” means “a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.” Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor’s inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor’s system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder’s care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
49. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days’ notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME _____ (PLEASE PRINT) _____ TEL. NO. _____

NAME _____ (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS **E-MAIL:** _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" 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."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES X NO _____

Delivery to be made to: Various Department Locations, Worcester & Holden, Shrewsbury, MA

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Mfg.	Model No.	Unit Price	Total Amount
		<p>Furnish and Deliver Gasoline and Diesel Fuels as per the attached requirements and specifications of the City of Worcester.</p> <p><i>PLEASE DO NOT INCLUDE FEDERAL / STATE TAXES IN THE VARIABLE BID PRICE.</i></p> <p>Award to be made by individual Group (Gasoline, Diesel, Fuel Oil). Within each group, bidders must bid on both items where applicable (aggregate award within the group)</p> <p>Bidder may bid on the variable option and/or the fixed price option.</p>				See Pricing / Specification Pages

TERMS, PROMPT PAY DISCOUNT _____% 10 DAYS, NET 30 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____ DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

**SPECIFICATIONS / REQUIREMENTS – FUELS, GASOLINE & DIESEL / CITY OF
WORCESTER ~ BID # CR-7730-W2**

GASOLINE - GROUP 1

- 1) **BIDS WHICH INCLUDE TERMS AND CONDITIONS THAT CONFLICT WITH THOSE OF THE CITY OF WORCESTER SHALL BE REJECTED AS NON-RESPONSIVE.**
- 2) **EXCEPT FOR THE OIL PRICE DAILY POSTING, FORMERLY THE JOURNAL OF COMMERCE, ALL PRICES ARE TO REMAIN FIRM FOR THE ENTIRE LIFE OF THE CONTRACT.**
- 3) **DO NOT INCLUDE FEDERAL / STATE TAXES IN VARIABLE BID PRICING.**
- 4) **ALL QUANTITIES LISTED ARE ESTIMATED ONLY. THEY ARE INCLUDED ONLY FOR THE CONVENIENCE OF BIDDERS AND ARE NOT TO BE RELIED UPON AS ANY INDICATION OF FUTURE PURCHASE LEVELS. THE CITY MAKES NO GUARANTEES OF VOLUME OF GASOLINE TO BE PURCHASED UNDER THIS CONTRACT. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH ALL QUANTITIES AS REQUIRED BY THE CITY OF WORCESTER.**
- 5) **ALL PRICES QUOTED MUST BE F.O.B. DESTINATION - WORCESTER.**
- 6) **FREIGHT CHARGES TO BE BASED ON POSTED D.P.U. BOSTON OR POSTED I.C.C. PROVIDENCE. THESE RATES TO BE POSTED BY AREA COMMON CARRIER.**
- 7) **ALL DELIVERIES MUST CONTAIN THE FOLLOWING ON EACH DELIVERY SLIP AND/OR INVOICE:**
 - a) **GAUGE FOR WATER. DISPATCHER NOTIFICATION IF OVER ½ INCH**
 - b) **TYPE OF GASOLINE AND MANUFACTURER OF GASOLINE**
 - c) **NUMBER OF GALLONS DELIVERED**
 - d) **STATE AND OTHER APPLICABLE TAX**
 - e) **INVOICE TOTAL**
 - f) **CERTIFIED OCTANE RATING**
- 8) **THE MINIMUM (R & M) OCTANE RATING IS TO BE CERTIFIED AS FOLLOWS:**
 - g) **REGULAR UNLEADED 87.0**
 - h) **MID-GRADE UNLEADED 89.0**
 - i) **PREMIUM UNLEADED 93.0**
 - **LOWER OCTANE RATING WILL BE REJECTED**
 - **THE USE OF ALCOHOL ADDITIVES TO RAISE OCTANE RATING OF REGULAR UNLEADED GASOLINE IS NOT ACCEPTABLE**

9) THE NET DELIVERED PRICE (VARIABLE RATE) TO THE CITY OF WORCESTER WILL BE COMPUTED AND INVOICED AS FOLLOWS:

- Boston low reseller rack posting for unbranded ethanol gasoline in effect on date of delivery as posted in the Oil Price daily from the Oil Price Information Service (formerly Journal of Commerce)
- Plus Margin
- Plus Freight
- Plus State Excise Tax (\$.24 per gallon)
- Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
- Plus Federal Oil Spill Liability Trust Fund (\$.00193 per gallon)
- Plus Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
- Less Cash Discount (if applicable)

10) USAGE REPORTING REQUIREMENTS:

Vendor awarded this contract shall, upon request, provide the City of Worcester Purchasing Division with complete and accurate usage information by department for the contract period upon. Any vendor that fails to provide this information shall be considered a non-responsible bidder for future solicitations.

11) COLLECTIVE / COOPERATIVE PROCUREMENT

Please be advised that this is a collective procurement bid. The City of Worcester is including the needs of the town of Shrewsbury with this bid. The City of Worcester and the town of Shrewsbury will issue their own contracts to the lowest responsive and responsible bidder and comply with all terms and conditions contained in this bid. The City of Worcester will not be responsible for the obligations of the town of Shrewsbury.

- All other jurisdictions will be responsible for their own purchases. All invoices to be sent to ordering locale. Each town / city is responsible for payment of their own invoice. Each jurisdiction will be responsible for the issuance of its own contracts and purchase orders.
- Estimated Annual Fuel Requirements for the town of Shrewsbury are: 90,000 gallons of 87.0 octane unleaded
- Tanks are below ground and locations for the town of Shrewsbury are:
Highway Department - 211 South Street = 10,000 gallons
Light Department – 30 Municipal Drive = 10,000 gallons

12) THE CITY DOES NOT ALLOW FOR MINIMUM USAGE REQUIREMENTS.

STORAGE CAPACITY AND LOCATION OF THE CITY OF WORCESTER GASOLINE TANKS

LOCATION:	GRADE OF GASOLINE	TANK CAPACITY – GALLONS
WORCESTER DEPARTMENT OF PUBLIC WORKS & PARKS 29 ALBANY STREET	UNLEADED REGULAR	20,000 (below ground)
WORCESTER POLICE DEPARTMENT 9-11 LINCOLN SQUARE	UNLEADED REGULAR	20,000 & 2,000 (below ground)
WORCESTER FIRE DEPARTMENT	UNLEADED REGULAR	4,000 (below ground)
GREEN HILL GOLF COURSE	UNLEADED REGULAR	500 (above ground)
HOPE CEMETERY	UNLEADED REGULAR	1,000 (below ground)
WORCESTER RESERVOIR	UNLEADED REGULAR	1,000 (below ground, split tank)

- ❖ SMALL DELIVERIES ARE REQUIRED AT VARIOUS LOCATIONS INCLUDING BUT NOT LIMITED TO: GREEN HILL GOLF COURSE, HOPE CEMETERY AND WORCESTER RESERVOIR (MOY RANCH ROAD)
- ❖ 24 HOUR DELIVERY IS NOT REQUIRED AT ANY LOCATION
- ❖ DELIVERY HOURS SHALL BE REGULAR BUSINESS HOURS

PRICING PAGES – GASOLINE / BID #: CR-7730-W2

- ⇒ Bidders may bid the variable price option and/or the fixed price option.
- ⇒ Award will be made to the lowest responsive and responsible bidder for either the variable or fixed price option. The City of Worcester will make this determination within 4 hours of bid opening.

VARIABLE PRICING ~ 12 MONTH PERIOD 1/1/22 – 12/31/22

Item No.	Estimated Quantity – City of Worcester	Description	A. Freight	B. Margin	C. Total price per gallon (A. + B.)	D. Total Amount (est. quantity multiplied by C.)
		Furnish and Deliver the following:				
		<u>Tanker Load Delivery (8,000 gallons or more)</u>				
1	450,000 Gallons	Unleaded Regular – Minimum 87.0 Octane	\$ Per gallon	\$ Per gallon	\$ Per gallon	\$ Per gallon cost to furnish and deliver
		<u>Less Than Tanker Load Delivery</u>				
2	25,000 Gallons	Unleaded Regular – Minimum 87.0 Octane	\$ Per gallon	\$ Per gallon	\$ Per gallon	\$ Per gallon cost to furnish and deliver
		<i>PLEASE DO NOT INCLUDE FEDERAL OR STATE TAXES IN THE VARIABLE BID PRICE</i>				
						\$ Grand Total

CITY OF WORCESTER ESTIMATED CONSUMPTION FOR A 12-MONTH PERIOD:

UNLEADED REGULAR 87.0 OCTANE = 475,000 GALLONS

MID-GRADE (89 OCTANE) AND PREMIUM GRADE (93 OCTANE) GASOLINE MAY BE REQUESTED UNDER THIS CONTRACT BY THE CITY. ALL PRICING FOR GRADES OTHER THAN REGULAR (87 OCTANE) SHALL BE PAID FOR AT THE SAME MARGIN / FREIGHT RATES IF REQUESTED. CONTRACT VENDOR SHALL PROVIDE PRICE QUOTES FOR 89 OR 93 OCTANE AS NEEDED.

PRICING PAGES – GASOLINE / BID #: CR-7730-W2

- ⇒ Bidders may bid the variable price option and/or the fixed price option.
- ⇒ Award will be made to the lowest responsive and responsible bidder for either the variable or fixed price option. The City of Worcester will make this determination within 4 hours of bid opening.

FIXED PRICING ~ 12 MONTH PERIOD 1/1/22 – 12/31/22

Item No.	Estimated Quantity – City of Worcester	Description	A. Fixed price per gallon	Total Amount (est. quantity multiplied by A.)
		Furnish and Deliver the following:		
		<u>Tanker Load Delivery (8,000 gallons or more)</u>		
1	450,000 Gallons	Unleaded Regular – Minimum 87.0 Octane	\$ _____ Per gallon	\$ _____ Total Item 1 (fixed pricing)
		<u>Less Than Tanker Load Delivery</u>		
2	25,000 Gallons	Unleaded Regular – Minimum 87.0 Octane	\$ _____ Per gallon	\$ _____ Total Item 2 (fixed pricing)
				\$ _____ Grand Total

- ⇒ Fixed price per gallon shall be a flat rate per gallon F.O.B. destination City of Worcester including:

- ❖ Cost of Gasoline
- ❖ Plus Margin
- ❖ Plus Freight
- ❖ Plus State Tax (\$.24)
- ❖ Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
- ❖ Federal Oil Spill Liability Trust Fund (\$.00193 per gallon)
- ❖ Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
- ❖ Prompt Pay Discount (if applicable)

CITY OF WORCESTER ESTIMATED CONSUMPTION FOR A 12-MONTH PERIOD:

UNLEADED REGULAR 87.0 OCTANE = 475,000 GALLONS

MID-GRADE (89 OCTANE) AND PREMIUM GRADE (93 OCTANE) GASOLINE MAY BE REQUESTED UNDER THIS CONTRACT BY THE CITY. ALL PRICING FOR GRADES OTHER THAN REGULAR (87 OCTANE) SHALL BE PAID FOR AT THE SAME MARGIN / FREIGHT RATES IF REQUESTED. CONTRACT VENDOR SHALL PROVIDE PRICE QUOTES FOR 89 OR 93 OCTANE AS NEEDED.

DIESEL - GROUP 2

- BIDDER MAY BID ON FIRM FIXED (CEILING) PRICE FOR ITEM SPECIFIED.
- BIDDER MAY ALSO BID A VARIABLE PRICE AS POSTED IN THE OIL PRICE DAILY – BOSTON LOW TANK CAR.
- SUCCESSFUL BIDDER SHALL SUPPLY A COPY OF THEIR SPILL PREVENTION PLAN. THIS PLAN TO BE INCLUDED WITH INSURANCE FORMS FURNISHED TO THE CITY.
- ALL PRICE QUOTED MUST BE F.O.B. DESTINATION – CITY OF WORCESTER.
- FREIGHT CHARGES TO BE BASED ON POSTED D.P.U. OR POSTED I.C.C. PROVIDENCE. THESE RATES TO BE POSTED BY AREA COMMON CARRIER.
- COLLECTIVE / COOPERATIVE PROCUREMENT
Please be advised that this is a collective procurement bid. The City of Worcester is including the needs of the town of Shrewsbury with this bid. The City of Worcester and the town of Shrewsbury will issue their own contracts to the lowest responsive and responsible bidder and comply with all terms and conditions contained in this bid. The City of Worcester will not be responsible for the obligations of the town of Shrewsbury.
 - All other jurisdictions will be responsible for their own purchases. All invoices to be sent to ordering locale. Each town / city is responsible for payment of their own invoice. Each jurisdiction will be responsible for the issuance of its own contracts and purchase orders.
 - ❖ Estimated 12-Month Diesel Fuel Requirement for Town of Shrewsbury are: 50,000 gallons of ultra low sulfur diesel.
 - ❖ Tank Locations & Sizes for Town of Shrewsbury:
Municipal Light Garage – 30-34 Municipal Drive = 10,000 gallons
Highway Garage – 211 South Street = 10,000 gallons
- ALL QUANTITIES LISTED ARE ESTIMATED ONLY AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH *ALL* QUANTITIES AS REQUIRED BY THE CITY OF WORCESTER AND ITS COOPERATIVE PARTNERS AT THE CONTRACTED RATES.
- THE CITY DOES NOT ALLOW FOR MINIMUM USAGE REQUIREMENTS.
- BIDS WHICH INCLUDE TERMS AND CONDITIONS THAT CONFLICT WITH THOSE OF THE CITY OF WORCESTER SHALL BE REJECTED AS NON-RESPONSIVE.

USAGE REPORTING REQUIREMENTS – FUEL OIL & DIESEL

VENDOR AWARDED THIS CONTRACT SHALL REPORT TO THE CITY, WHENEVER REQUESTED, IN THE FORMAT NOTED BELOW AND ON AN EXCEL SPREADSHEET, FUEL DELIVERY DATA. THE REPORT SHALL BE SUBMITTED TO PURCHASING DIRECTOR, CHRIS GAGLIASTRO OR HIS DESIGNEE AT gagliastroc@worcesterma.gov WITHIN 3 DAYS OF REQUEST.

FAILURE TO PROVIDE THE REQUIRED USAGE INFORMATION, WHEN REQUESTED BY THE CITY, MAY BE CONSIDERED A BREACH OF CONTRACT AND MAY RESULT IN CONTRACT TERMINATION.

SAMPLE REPORT

LOCATION	Fuel Type													TOTAL
		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	
Foley Stadium			0	0	0.0	200	200	500	500	300	100	0	0	1800

- THE FOLLOWING ARE SPECIFICATIONS FOR NO.2 DYED DIESEL (ULTRA LOW SULFUR) FUEL OIL FOR THE CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS & PARKS AND OTHER DEPARTMENTS. THESE SPECIFICATIONS SHOULD BE CONSIDERED MINIMUM AND SHOULD BE MET OR EXCEEDED (EXCEPT WHERE NOTED).
- NO. 2 DYED DIESEL (ULTRA LOW SULFUR) FUEL OIL - ESTIMATED *ANNUAL* QUANTITY - 145,000 GALLONS TO BE SUPPLIED TO THE DPW & PARKS AND OTHER DEPARTMENTS BETWEEN THE MONTHS STARTING MARCH 1st, AND ENDING NOVEMBER 1st.

GRAVITY	34.5	A.P.I.
FLASH	140	
VISCOSITY	100 40	SUS CST 34.7 2.59
CLOUD	0	
POUR	-15	
SULFUR	.3	MAX.
IBP		360
	10	440
	50	535
END POINT		650
CETANE		45

- A NO. 2 ADDITIVE PREMIUM (ULTRA LOW SULFUR) DYED DIESEL FUEL BLEND KNOWN AS WINTER BLEND WILL BE SUPPLIED TO THE CITY OF WORCESTER DEPARTMENT OF PUBLIC

WORKS & PARKS AND OTHER DEPARTMENTS BETWEEN THE MONTHS STARTING NOVEMBER 1st AND ENDING MARCH 31st.

- **VENDOR SHALL PRODUCE UPON DELIVERY OF WINTER BLEND A BULK TANK SLIP OR SOME OTHER FORM OF DOCUMENTATION THAT THE MIXTURE OF FUEL IS INDEED A PREMIUM BLEND.**
- **ESTIMATED QUANTITY OF WINTER (PREMIUM) BLEND - 135,000 GALLONS**
- **PRICE WILL BE BASED ON ADDITIVE PREMIUM ULTRA LOW SULFUR NO. 2 DIESEL POSTED IN THE OIL PRICE DAILY PLUS OR MINUS TO THAT POSTING. THE PLUS OR MINUS COST WILL REMAIN THE SAME FOR THE DURATION OF THE CONTRACT.**
- **PRICE CHANGES TO ITEMS WILL BE ON THE SELECT GRADES OF FUEL AS INDICATED DAILY IN THE OIL PRICE DAILY AS PUBLISHED BY THE OIL PRICE INFORMATION SERVICE. NO OTHER PRICING CHANGES WILL BE ALLOWED.**
- **ALL FUEL MUST COMPLY WITH THE LATEST VERSION OF ASTM D975 AND ANY OTHER APPLICABLE FEDERAL AND/OR COMMONWEALTH OF MASSACHUSETTS REGULATIONS AND LAWS.**

PRICING PAGES – DIESEL / BID #: CR-7730-W2

⇒ Bidders may bid the variable price option and/or the fixed price option.

VARIABLE PRICING ~ 12 MONTH PERIOD 1/1/22 – 12/31/22

Item No.	Estimated Annual Quantity (City of Worcester)	Description	A. Freight	B. Margin	C. Total price per gallon (A. + B.)	D. Total Amount (est. quantity multiplied by C.)
		Furnish and Deliver the following:				
1	75,000 Gallons	No. 2 Diesel (Ultra Low Sulfur) As Specified	\$ _____ Per gallon	\$ _____ Per gallon	\$ _____ Per gallon	\$ _____ Per gallon cost to furnish and deliver
2	135,000 Gallons	No. 2 Diesel (Premium Ultra Low Sulfur) As Specified	\$ _____ Per gallon	\$ _____ Per gallon	\$ _____ Per gallon	\$ _____ Per gallon cost to furnish and deliver
		PLEASE DO NOT INCLUDE FEDERAL OR STATE TAXES IN THE VARIABLE BID PRICE				
						\$ _____ Grand Total

The net delivered price (variable rate) to the City will be computed and invoiced as follows:

- Boston low reseller rack posting for selected grade of diesel in effect on date of delivery as posted in the Oil Price Daily
- Plus Margin
- Plus Freight
- Plus State Tax (\$.24 per gallon) for diesel fuel
 - *State Tax does not apply to No. 2 Fuel Oil – do not include on invoice*
- Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
- Plus Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
- Less Cash Discount (if applicable)

PRICING PAGES – DIESEL / BID #: CR-7730-W2

OPTIONAL FIXED PRICING (for one year contract period (1/1/22 – 12/31/22))

Item No.	Estimated Annual Quantity (City of Worcester)	Description	A. Fixed price per gallon	Total Amount (est. quantity multiplied by A.)
		Furnish and Deliver the following:		
1	75,000 Gallons	No. 2 Diesel (Ultra Low Sulfur) As Specified	\$ _____ Per gallon	\$ _____ Total Item 1 (fixed pricing)
2	135,000 Gallons	No. 2 Diesel (Premium Ultra Low Sulfur) As Specified	\$ _____ Per Gallon	\$ _____ Total Item 2 (fixed pricing)
				\$ _____ Grand Total

- ⇒ Fixed price per gallon shall be a flat rate per gallon F.O.B. destination City of Worcester including:
- ❖ Cost of Fuel Oil / Diesel
 - ❖ Plus Margin
 - ❖ Plus Freight
 - ❖ Plus State Tax (\$.24 per gallon) for diesel fuel
 - *State Tax does not apply to No. 2 Fuel Oil – do not include in fixed price*
 - ❖ Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
 - ❖ Plus Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
 - ❖ Less Cash Discount (if applicable)

GROUP 3 - # 2 FUEL OIL

- BIDDER MAY BID ON FIRM FIXED (CEILING) PRICE FOR ITEM SPECIFIED.
- BIDDER MAY ALSO BID A VARIABLE PRICE AS POSTED IN THE OIL PRICE DAILY – BOSTON LOW TANK CAR.
- SUCCESSFUL BIDDER SHALL SUPPLY A COPY OF THEIR SPILL PREVENTION PLAN. THIS PLAN TO BE INCLUDED WITH INSURANCE FORMS FURNISHED TO THE CITY.
- ALL PRICE QUOTED MUST BE F.O.B. DESTINATION – CITY OF WORCESTER.
- FREIGHT CHARGES TO BE BASED ON POSTED D.P.U. OR POSTED I.C.C. PROVIDENCE. THESE RATES TO BE POSTED BY AREA COMMON CARRIER.
- ALL QUANTITIES LISTED ARE ESTIMATED ONLY AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH *ALL* QUANTITIES AS REQUIRED BY THE CITY OF WORCESTER AND ITS COOPERATIVE PARTNERS AT THE CONTRACTED RATES.
- THE CITY DOES NOT ALLOW FOR MINIMUM USAGE REQUIREMENTS.
- BIDS WHICH INCLUDE TERMS AND CONDITIONS THAT CONFLICT WITH THOSE OF THE CITY OF WORCESTER SHALL BE REJECTED AS NON-RESPONSIVE

DELIVERIES

THE CONTRACTOR SHALL SUBMIT WITH EACH LOAD OF FUEL OIL DELIVERED A DELIVERY SLIP MADE OUT IN DUPLICATE STATING THE DATE AND NET AMOUNT OF EACH SEPARATE LOAD, AND SHALL BE COUNTERSIGNED BY THE PERSON IN CHARGE WHO RECEIVES THE FUEL OIL AT THE PLACE OF DELIVERY. SAID PERSON MUST BE AN EMPLOYEE OF THE CITY OR OTHER POLITICAL SUB-DIVISION AS LISTED. ONE DELIVERY SLIP IS TO BE RETURNED TO THE CONTRACTOR THROUGH THE DRIVER OF THE CONVEYANCE AND THE OTHER RETAINED BY THE DEPARTMENT, ETC. AFFECTED. ALL DELIVERIES ARE TO BE BY METERED TRUCK, AND DELIVERY SLIPS SHALL BE STAMPED BY THE METERING DEVICE INDICATING THE AMOUNT OF FUEL OIL DELIVERED WITH EACH DELIVERY. BEFORE AND AFTER DELIVERY, THE CUSTODIAN IS TO STICK TANK, RECORD IS TO BE KEPT OF BOTH READINGS.

WORCESTER PUBLIC SCHOOL DELIVERIES - # 2 FUEL OIL:

ALTERNATIVE SCHOOL
22 WAVERLY STREET - 01604

ATHLETIC FIELD HOUSE
305 CHANDLER STREET - 01602

HARLOW STREET SCHOOL BUILDING
15 HARLOW STREET - 01605

MILL SWAN HEAD START
337 MILL STREET - 01602

- Automatic Delivery every 5 days
- Deliveries requested before 2:30PM
- Driver of truck must notify the custodian of site prior to truck entering yard at Alternative School and Mill Swan.
- All delivery tickets to be signed by custodian on duty.
- Must provide live monitor 24 hour telephone number in case of emergency.
- Delivery Tickets to be emailed to: Thomas Barrett, Coordinator of Building & Grounds
barrett@worcesterschools.net

- **THE FOLLOWING ARE SPECIFICATIONS FOR NO. 2 FUEL OIL FOR THE CITY OF WORCESTER.**
- **THE GRAVITY SHALL NOT BE LOWER THAN 35 A.P.I. (@ 60° F.). THE FLASH POINT SHALL NOT BE LOWER THAN 150° F. (PENSKEY-MARTENS CLOSED CUP TEST) THE MAXIMUM NOT HIGHER THAN 190° F. THE HEATING VALUE SHALL NOT BE LESS THAN 138,000 B.T.U. PER GALLON (@ 60°). THE MAXIMUM SULFUR CONTENT SHALL NOT EXCEED 0.55 LBS. PER MILLION B.T.U.. HEAT RELEASE POTENTIAL (APPROX. 1.0% WEIGHT). THE VISCOSITY SHALL NOT BE LESS THAN 38 SECONDS @ 100°F. THE WATER AND SEDIMENT CONTENT SHALL NOT EXCEED .05% MAXIMUM POUR ZERO.**

ANALYSIS OF FUEL OIL QUOTED - TO BE COMPLETED BY THE BIDDER.

NO. 2 FUEL OIL.

GRAVITY A.P.I. @ 60° F. (MIN.) _____

FLASH POINT P.M. °F. (MIN.) _____

HEATING VALUE B.T.U. (PER GALLON) @ 60° _____

VISCOSITY

SSU S 100° F. SEC. (MIN) _____

S.F.V. 122° F. SEC. (MIN) _____ (MAX) _____

WATER AND SEDIMENT _____

SULFUR % (MAX.) _____

POUR POINT ° F. _____

ANALYZED BY: _____

ADDRESS: _____

DATE ANALYZED _____

REFINER/RESELLER INFORMATION TO BE FILLED IN BY BIDDER

NO.2 _____

FUEL OIL NO. 2 (RANGE OIL)

REFINER OR RESSELLER FROM WHOM OIL WILL BE PURCHASED.

NAME: _____

ADDRESS: _____

PRICING PAGES – # 2 FUEL OIL / BID #: CR-7730-W2

⇒ Bidders may bid the variable price option and/or the fixed price option.

VARIABLE PRICING ~ 12 MONTH PERIOD 1/1/22 – 12/31/22

Item No.	Estimated Annual Quantity (City of Worcester)	Description	A. Freight	B. Margin	C. Total price per gallon (A. + B.)	D. Total Amount (est. quantity multiplied by C.)
1	35,000 Gallons	<p>Furnish and Deliver the following:</p> <p>No. 2 Fuel Oil (Heating Fuel) As Specified</p> <p><i>PLEASE DO NOT INCLUDE FEDERAL OR STATE TAXES IN THE VARIABLE BID PRICE</i></p>	\$ _____ Per gallon	\$ _____ Per gallon	\$ _____ Per gallon	<p>\$ _____ Per gallon cost to furnish and deliver</p> <p>\$ _____ Grand Total</p>

The net delivered price (variable rate) to the City will be computed and invoiced as follows:

- Boston low reseller rack posting for selected grade of diesel in effect on date of delivery as posted in the Oil Price Daily
- Plus Margin
- Plus Freight
- Plus State Tax (\$.24 per gallon) for diesel fuel
 - *State Tax does not apply to No. 2 Fuel Oil – do not include on invoice*
- Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
- Plus Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
- Less Cash Discount (if applicable)

PRICING PAGES – # 2 FUEL OIL / BID #: CR-7730-W2

OPTIONAL FIXED PRICING (for one year contract period (1/1/22 – 12/31/22))

Item No.	Estimated Annual Quantity (City of Worcester)	Description	A. Fixed price per gallon	Total Amount (est. quantity multiplied by A.)
1	35,000 Gallons	<p style="text-align: center;">Furnish and Deliver the following:</p> <p>No. 2 Fuel Oil (Heating Oil)</p>	<p>\$ _____</p> <p style="text-align: center;">Per gallon</p>	<p>\$ _____</p> <p style="text-align: center;">Total Item 1 (fixed pricing)</p> <p>\$ _____</p> <p style="text-align: center;">Grand Total</p>

⇒ Fixed price per gallon shall be a flat rate per gallon F.O.B. destination City of Worcester including:

- ❖ Cost of Fuel Oil / Diesel
- ❖ Plus Margin
- ❖ Plus Freight
- ❖ Plus State Tax (\$.24 per gallon) for diesel fuel
 - *State Tax does not apply to No. 2 Fuel Oil – do not include in fixed price*
- ❖ Plus Federal Leaking Underground Storage Tank (LUST) (\$.0010 per gallon)
- ❖ Plus Massachusetts Uniform Oil Response and Prevention Fee (\$.00119 per gallon)
- ❖ Less Cash Discount (if applicable)