

**THE EDUCATION COOPERATIVE  
SPECIFICATIONS FOR BID OF FUEL OIL FOR JULY 1, 2023 – JUNE 30, 2024**

**GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS**

The bidder is expected to carefully examine the Invitation for Bid documents before submitting a bid. The submission of a bid shall be prima facie evidence that the bidder has made such examination of the documents and is familiar with the conditions to be encountered in performing the work, the requirements of the Invitation for Bids documents and the difficulties attendant upon execution of the work. No allowance will be made for any claim that the bid is based on incomplete information as to the nature and character of the work to be performed.

Bidders must complete the bid forms in all respects and submit the signed and dated documents together with any additional sheets prepared by the bidder as part of the bid in accordance with the instructions on this Invitation for Bids document.

Bids which fail to meet the requirements of this Invitation for Bids or which are incomplete, conditional or obscure, or which contain additions not called for, erasure, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices, may be rejected as informal or improper; provided, however, that The Education Cooperative may, if deemed to be in the public interest, waive any or all informalities as to form.

1. All bids must be submitted in sealed envelopes with the title "**Sealed Bid for Furnishing Fuel Oil**" addressed to: **The Education Cooperative, 141 Mansion Drive, Suite 200, E. Walpole, MA 02032, and will be received until 10:00 a.m., Thursday, May 18, 2023 at which time bids will be publicly opened.**
2. **SUBMIT ONE ORIGINAL AND ONE COPY OF EACH BID.** Signed copies of the Certificate of Corporate Vote with seal affixed are to accompany each bid.
3. The bid documents submitted must include a completed "Certificate of Non-Collusion and Tax Compliance Certification" form.
4. Bids must be signed by an Officer of the Corporation, or by a duly authorized Officer of the Company, such authorization to be verified in writing.
5. The following communities are participating in this TEC oil bid in fixed or flexible pricing: Dover & Holliston.
6. **Rule of Award:** The Education Cooperative will award to the responsive and responsible bidder(s) offering the lowest price for #2 fuel oil (fixed and/or flexible where applicable). Bidders must send a representative to the bid opening. The representative shall be able to execute contracts with the school and or district.

**Note that the bid is for a twelve (12) month contract.**

**The Education Cooperative reserves the right to reject any and all bids or to make such award to the lowest responsible and responsive bidder as it may determine to be in the best interests of the participating towns.**

**Note pricing option:** Once the contract has been awarded, the districts have the option of locking in at the fixed price **at that time** or may opt for flexible pricing (floating) and choose to lock in on any trading day prior to the close of business on the last day of trading for each applicable contract to a fixed price if they so choose. Districts may elect to lock in a fixed price on all or only on a portion of their annual usage.

If the districts opt for flexible pricing, the successful bidder shall work with each school or district to determine when it is advantageous to lock in at a fixed per gallon price.

The adder (or increment) for the indexed product should include all fees for service including but not limited to: margin, transportation, tank inspection and environmental fees. The adder will remain fixed for the term of the contract and uniform across all districts in the zone.

Bidders are encouraged to bid on all three options: variable, variable to fixed, and fixed.

The districts will accept the following:

1. Bids that include all three options
2. Bids that include Option one and Option two
3. Bids that include Option three only

The districts will not accept:

1. Any bid that includes Option one without a bid on Option two
2. Any bid that includes Option two without a bid on Option one

**Option One (1) Variable rate:**

A fixed adder over the variable commodity based on the Journal of Commerce. The adder for the indexed product should include all fees for service including but not limited to: margin, transportation, tank inspection and environmental fees. The adder will remain fixed for the term of the contract and uniform across the zone.

**Option Two (2) Adder over NYMEX:**

A fixed adder over NYMEX that allows the participant to lock-in a fixed rate at any point during the term for the forward duration of the bid at the then current NYMEX contract rate for fuel oil plus the specified adder. The adder will remain fixed for the term of the contract and consist of the same items as in option 1 and uniform across the zone.

**Option Three (3) Fixed Price**

An all-in indicative fixed price for the full annual volume at each location should be provided for the term of the contract. Firm price shall be uniform across the zone.

**THE DISTRICTS MAY CHOOSE VARIABLE PRICING FOR THE DURATION OF THE BID (Option 1), OR VARIABLE PRICING TO GO TO FIXED ADDER OVER NYMEX (Option 2), OR A FIXED PRICE (Option 3).**

7. The data in Appendix A indicate annual estimated consumption.

8. Each District will buy all its requirements for each item for which it is participating from the successful bidder at the prices submitted by the successful bidder.

9. Contractor must state producer of fuel he intends to furnish, together with a certified statement of his analysis.
10. Contract to begin – July 1, 2023 at 12:01 a.m. through June 30, 2024. It is the intention to re-bid the TEC oil bid on a fiscal year basis.
11. All deliveries ordered to be based upon Barrel at forty-two (42) United States gallons at sixty (60) degrees Fahrenheit. Use Table 6B A.S.T.M.
12. Deliveries of fuel must be made no later than 4:30 p.m., Monday through Friday, and must be in accordance with the direction and approval of the Director of Buildings and Grounds/Business Administrator. Deliveries on Saturday, Sunday or holidays may be made only by special arrangement.
13. Extreme caution must be exercised by drivers upon entering and leaving school property.
14. At no time will fuel oil deliveries be made when a custodian or some representative of the Department is not available to sign the delivery slips. This may result in **non-payment** due to failure to comply.
15. The Contractor shall clean the premises of fuel after all deliveries and leave the grounds and buildings in an acceptable condition. This includes oil spills and overflows. The Contractor will absorb any and all cost to clean up the premises, if caused by the actions of the contractor or contractor's carrier.
16. The participating districts reserve the right to cancel this contract upon written notice to the Contractor if and when quality of the fuel to be delivered and the service above mentioned are unsatisfactory.
17. The participating districts reserve the right to reject any or all bids, or to accept that bid which is the lowest from the responsible and responsive vendor; the bidder(s) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to the faithful performance of the work.
18. The Education Cooperative reserves the right to investigate the financial responsibility of the bidders and their ability to supply to the Towns throughout the term of the contract.
19. The School Committees act as agents for the other Town Departments in the soliciting of bids, but act for the School Department only in the negotiation and signing of fuel contracts.
20. The Contractor shall post a performance bond with each Town for which the contract is awarded in the amount of twenty-five percent (25%) of the cost of Town's estimated quantity as detailed in these bid documents, of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the School Committees of each individual Town that is bidding. A copy of the performance bond shall be sent to The Education Cooperative within ten days of signing a contract with the respective schools or districts.
21. All deliveries shall conform in every respect with all applicable laws of the Federal Government and/or the Commonwealth of Massachusetts and/or the Towns.
22. Purchases made by any of the school districts/towns are exempt from the payment of Federal Excise Tax and State Tax, and such taxes must not be included in bid prices. Exemption Certificates, if required, will be issued by the Director of Buildings and Grounds/Business Managers of the participating school districts/towns.

23. All deliveries shall be made within twenty-four (24) hours (Exclusive of Weekends and Holidays) from the time the request was made at the Vendor's office or his branch office or sub-station.
24. In the event the delivery is not made within twenty-four (24) hours of the request for delivery and the building does not have enough fuel to last until the contractor can deliver, we reserve the right to purchase on the common market from another supplier, and the difference in cost will be made up by the contractor to whom the bid has been awarded.
25. The fuel oils delivered, hereunder, may be regularly and continuously sampled or any parts thereof may be sampled, as the Director of Buildings and Grounds/Business Managers may elect. Samples may be collected, prepared and analyzed by representatives of the Towns in accordance with methods adopted by the American Society for Testing Materials.
26. Number two (#2) fuel oil will be delivered by a metered truck. Delivery trucks must provide metered delivery ticket. A copy of the printed delivery slip shall be given at the place of delivery. NOTE: If there are no METERED delivery slips, your bill cannot be paid for this delivery. There must be an authorized signature on the receipt. All deliveries, of number two (#2), oil will be on automatic delivery based on suppliers degree-day chart (unless otherwise noted).
27. It is understood and agreed that quantities attached hereto are approximate and that the agreement shall cover actual amount ordered for delivery during the period of the agreement, whether more or less than the quantities indicated.
28. Tank trucks shall bear a current seal of inspection by public sealer of weights and measures of the Commonwealth of Massachusetts.
29. Bill shall be rendered in triplicate on the basis of gallons received to the nearest tenth at the unit price. There is to be no charge for delivery.
30. Bidders shall be responsible for familiarizing themselves with the filling, storage, and burning equipment in the various locations before bidding.
31. Each Town shall individually award their own contracts with coordination through The Education Cooperative.
32. In the event that any fuel oil delivered hereunder fails to conform strictly to the specifications set forth above, the Contractor must, upon notice by the School Committee(s) of any of the Towns, remove such oil, promptly and without charge to the Town(s), and replace the same with the quantity of fuel oil which shall conform to the bid specifications.
33. The contractor shall supply oil suitable for existing building equipment that is equal to specifications CS 12-48 Commercial Standard, and conforms to air pollution guidelines established by the Commonwealth of Massachusetts. The customer will notify supplier of any changes in the fuel required for specific locations (i.e. new sources must burn LSO no 1% or .5%). This information will be noted in data supplied in Appendix A.
34. The Contractor shall make deliveries of fuel oil, as directed and ordered, into storage locations specified in the "Specifications for Bid of Fuel Oil for July 1, 2023 – June 30, 2024." The Towns shall be prepared to receive same immediately upon arrival. All goods must be delivered in first class condition. Deliveries found otherwise are subject to rejection. All dispensing equipment shall be in good repair to make deliveries without spilling oil at points of delivery.

35. In the event that no fuel oil is delivered to the school by the contractor, other than from an event of force majeure, and we cannot purchase on the common market, the contractor will be responsible for any damage due to freeze-ups and the materials and labor cost to drain the building. Note: contractor must be able to gain access to fillers.
36. The contractor will be responsible for priming oil burners if he allows the building to run out of oil or will pay to have a service company prime and restart the burner.
37. There will be **no short loads** being delivered to the buildings/schools. The contractor is to supply the Towns with the amount of oil requested when they call.
38. Analysis of fuels must be submitted. All fuel oils shall conform to regulations, which set certain specifications on fossil fuels, which may be burned within the participating towns.
39. No residual fuel oil having sulfur content in excess of 1% by weight may be burned after October 1, 1971, and in the same area, no distillate fuel (#2 fuel oil) having sulfur content in excess of .30% by weight may be burned after October 1, 1971.
40. The Contractor shall indemnify and save the Owner harmless from and against all claims, suits, damages, and outlays arising or resulting from or by reason or loss, damage or injury of or to any person or property, wherever located, which shall be caused by any negligent or improper action or operation of Contractor under this agreement. **The successful bidder must furnish within ten (10) days to the Towns and to The Education Cooperative, a certificate of insurance for public liability coverage of \$1,000,000 and property damage liability of at least \$500,000.**
41. Bids are sought from bidders who have an established record of responsibility and responsiveness. The bidder shall provide a description of the organization's relevant background and experience. The description shall indicate the period of time in business under the organization's current name, details of the parent company if applicable, and whether the organization ever failed to complete any work awarded to it. The bidder shall provide information on bidder's customer base in Massachusetts. The bidder and/or parent company shall have a minimum of two years operation in New England, selling and providing #2 and oil to comparable sized public entities.
42. **Questions** about this Invitation for Bids must be submitted in writing by email (dshovak@tec-coop.org) or mail to: The Education Cooperative, Attn: Dan Shovak, 141 Mansion Drive, Suite 200, E. Walpole, MA 02032 before 11:00 a.m. May 16, 2023. Questions regarding this bid will not be accepted after this date. Written responses will be posted on [www.tec-coop.org](http://www.tec-coop.org) under TEC Bids Fuel Oil Bid.

**TEC Fuel Oil Bid July 1, 2023- June 30, 2024**

**CERTIFICATE OF NON-COLLUSION  
and  
TAX COMPLIANCE CERTIFICATION**

**CERTIFICATE OF NON-COLLUSION**

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.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Individual Corporate Name

\_\_\_\_\_  
Signature of person submitting bid or proposal

\_\_\_\_\_  
Social Security Number or Federal Identification Number

**TAX COMPLIANCE CERTIFICATION**

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Individual Corporate Name

\_\_\_\_\_  
Signature of person submitting bid or proposal

\_\_\_\_\_  
Social Security Number or Federal Identification Number

**TEC Fuel Oil Bid July 1, 2023 - June 30, 2024**

**CERTIFICATE OF CORPORATE VOTE**

I, \_\_\_\_\_, Clerk of

\_\_\_\_\_, hereby certify that

(NAME OF CORPORATION)

at a meeting of the Board of Directors of said Corporation duly held on \_\_\_\_\_, 20\_\_, at which a quorum was present and voting (date must be earlier than contract)throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: that

\_\_\_\_\_  
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such

\_\_\_\_\_  
(NAME OF OFFICER)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to The Education Cooperative; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to The Education Cooperative."

I further certify that \_\_\_\_\_ is the  
(NAME OF OFFICER)

duly elected \_\_\_\_\_ of said Corporation.  
(TITLE)

Signed \_\_\_\_\_  
(CLERK-SECRETARY)

Place of Business: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

**AFFIX CORPORATE SEAL**

COUNTERSIGNATURE: \_\_\_\_\_  
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.





**TEC Fuel Oil Bid July 1, 2023 - June 30, 2024**

**EVALUATION CRITERIA CHECKLIST**

*Please complete this checklist and **submit with your bid.***

	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Bidder enclosed Certificate of Non-Collusion and Certificate of Tax Compliance.	_____	_____
2. Bidder enclosed Certificate of Corporate Vote.	_____	_____
3. Bidder enclosed a completed and signed Bidder Qualifications form.	_____	_____
4. Bidder enclosed a producer of fuel and certified statement of analysis (Instruction No. 9)	_____	_____
5. Bidder included bid form agreeing to provide #2, if bid, oil in accordance with all bid document specifications. <b><i>(One original and one copy)</i></b>	_____	_____
6. Indicate below the name of the company, which will provide your certificate of insurance.		

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**TEC Fuel Oil Bid July 1, 2023 - June 30, 2024**

APPENDIX A

ANNUAL ESTIMATED CONSUMPTION

The following communities will be purchasing oil based upon **FIXEDOR FLEXIBLE** pricing by the following zone:

Zone: Dover & Holliston