

## Diesel Direct, Inc.

Bid Contact **Ken Whalley**  
 ken.whalley@dieseldirect.com  
 Ph 339-221-0638

Address **STOUGHTON, MA 02072**

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark - Up	Attach.	Docs
654--01-01	Town of Avon/BOE: #2 Heating Oil - 10,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--01-02	Town of Avon/BOE: ULSD - 30,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
Lot Total					\$0.00	

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark - Up	Attach.	Docs
654--02-01	Town of Bolton & BOE: Bio-Diesel B5	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
Lot Total					\$0.00	

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attach.	Docs
654--03-01	Town of Canton: #2 Heating Oil - 28,700 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
654--03-02	Town of Canton: ULSD - 20,300 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0714	\$0.1825		Y	Y
Lot Total					\$0.2539		

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark - Up	Attach.	Docs
654--04-01	Town of Cheshire: Bio-Diesel B5 - 22,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--04-02	Town of Cheshire: ULSD 3,500 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--04-03	Town of Cheshire: #2 Heating Oil - 21,950 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
Lot Total					\$0.00	

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
654--05-01	Cheshire BOE: #2 Heating Oil - 65,000 Gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
654--05-02	Cheshire BOE: ULSD - 72,500 Gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.0113	\$0.133	\$0.00		Y
Lot Total					\$0.1443		
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up		Attch.	Docs
654--06-01	Town of Coventry: Winter Blend ULSD - 11,500 gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.0144	\$0.145			Y
654--06-02	Town of Coventry: ULSD - 40,000 gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.00	\$0.00			Y
654--06-03	Town of Coventry: #2 Heating Oil - 25,000 gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.00	\$0.00			Y
Lot Total					\$0.1594		
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark- Up		Attch.	Docs
654--07-01	Town of Cromwell : ULSD - 53,500 gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.013	\$0.1375			Y
Lot Total					\$0.1505		
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up		Attch.	Docs
654--08-01	Town of East Haddam: #2 Heating Oil - 82,500 gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.00	\$0.00			Y
Lot Total					\$0.00		
Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
654--09-01	Town of Ellington : #2 Heating Oil - 8,500 Gallons	<b>Supplier</b> <b>Product</b> <b>Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
654--09-02	Town of	<b>Supplier</b>					Y

Ellington : B5 Bio Diesel - 26,000 gallons **Product Code:** First Offer - \$0.0365 \$0.156 \$0.00

Lot Total \$0.1925

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--10-01	Town of Enfield & BOE: #2 Heating Oil - 9,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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654--10-02	Town of Enfield & BOE: ULSD - 140,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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654--10-03	Town of Enfield & BOE: Winter Blend ULSD - 47,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0168	\$0.1525		Y
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654--10-04	Town of Enfield & BOE: Summer Blend ULSD - 47,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0168	\$0.1525		Y
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Lot Total \$0.3386

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--11-01	Town of Farmington: #2 Heating Oil - 16,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--11-02	Town of Farmington: Winter Blend Ultra Low Sulfur Diesel - 33,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--11-03	Town of Farmington: Summer Blend Ultra Low Sulfur Diesel - 124,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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Lot Total \$0.00

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--12-01	Town of Glastonbury: #2 Heating Oil, 11,700	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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654--12-02	Town of Glastonbury: Premium ULSD - 425 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.75	\$0.00		Y
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654--12-03	Town of Glastonbury: Biodiesel B5 - 64,000	<b>Supplier Product Code:</b>	First Offer - \$0.0068	\$0.145		Y
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gallons		<b>Code:</b>			
654--12-04	Town of Glastonbury: BioDiesel B20 - 141,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	Y

Lot Total \$0.9018

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--13-01	Town of Manchester & BOE: #2 Heating Oil - 27,100 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--13-02	Town of Manchester & BOE: Premium ULSD - 228,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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Lot Total \$0.00

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--14-01	Town of Middlebury: #2 Heating Oil - 16,250 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--14-02	Town of Middlebury: Ultra Low Sulfur Diesel - 18,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0418	\$0.1825	\$0.00		Y
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654--14-03	Town of Middlebury: Winter Blend ULSD - 6,700 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0418	\$0.1825	\$0.00		Y
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Lot Total \$0.4486

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--15-01	City of Middletown: #2 Heating Oil - 42,845 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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654--15-02	City of Middletown: ULSD - 67,225 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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Lot Total \$0.00

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--16-01	Middletown BOE: #2	<b>Supplier</b>				Y
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	Heating Oil - 143,400 gallons	<b>Product Code:</b>	First Offer - \$0.00	\$0.00		
654--16-02	Middletown BOE: ULSD - 114,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
				Lot Total	\$0.00	

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--17-01	City of New London: #2 Heating Oil - 6,500 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--17-02	City of New London: ULSD - 85,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$231.00	\$0.156		Y
				Lot Total	\$231.156	

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--18-01	Newington BOE: ULSD - 30,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0155	\$0.15		Y
654--18-02	Newington BOE: Winter Blend ULSD - 30,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0155	\$0.15		Y
				Lot Total	\$0.331	

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--19-01	Town of Newington: Ultra Low Sulfur Diesel - 39,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0155	\$0.15		Y
				Lot Total	\$0.1655	

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--20-01	Town of North Branford: #2 Fuel Oil - 11,500 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--20-02	Town of North Branford: ULSD - 22,700 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
				Lot Total	\$0.00	

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--21-01	City of Norwalk: #2 Heating Oil - 372,350	Supplier Product Code:	First Offer - \$0.00	\$0.00		Y
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654--21-02	City of Norwalk: ULSD - 277,265	Supplier Product Code:	First Offer - \$0.0279	\$0.15		Y
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Lot Total \$0.1779

Item #	Line Item	Notes	Option A: Differential	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--22-01	Town of Plainville: Ultra Low Sulfur Diesel - 39,500 gallons	Supplier Product Code:	First Offer - \$0.014	\$0.145	\$0.00		Y
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654--22-02	Town of Plainville: #2 Heating Oil - 14,800 gallons	Supplier Product Code:	First Offer - \$0.00	\$0.00	\$0.00		Y
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Lot Total \$0.159

Item #	Line Item	Notes	Option A: Differential	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--23-01	Portland Housing Authority: #2 Heating Oil - 22,000 gallons	Supplier Product Code:	First Offer - \$0.00	\$0.00	\$0.00		Y
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Lot Total \$0.00

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--24-01	Town of Portland: #2 Heating Oil - 7,000 gallons	Supplier Product Code:	First Offer - \$0.00	\$0.00		Y
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654--24-02	Town of Portland: ULSD, Dyed - 45,000 gallons	Supplier Product Code:	First Offer - \$0.0462	\$0.173		Y
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Lot Total \$0.2192

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--25-01	Town of Rocky Hill: #2 Heating Oil - 1,200 Gallons	Supplier Product Code:	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--25-02	Town of Rocky Hill: Premium ULSD - 49,000	Supplier Product Code:	First Offer - \$0.0245	\$0.15	\$0.00		Y
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Gallons

			Lot Total		\$0.1745	
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
654--26-01	Town of Suffield: #2 Heating Oil - 1,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--26-02	Town of Suffield: ULSD - 1,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.50	\$0.00		Y
654--26-03	Town of Suffield: ULSD (for vehicles) - 67,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0168	\$0.1475		Y

			Lot Total		\$0.6643	
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
654--27-01	Town of Waterford: #2 Heating Oil - 100,515 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--27-02	Town of Waterford: ULSD - 119,235 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0095	\$0.1525		Y
654--27-03	Town of Waterford: Winter Blend ULSD - 20,600 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0095	\$0.1525		Y

			Lot Total		\$0.324	
Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A Attch.	Docs
654--28-01	Town of West Hartford: #2 Heating Oil - 6,650 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00	Y
654--28-02	Town of West Hartford: ULSD - 39,450 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.1099	\$0.256	\$0.00	Y

			Lot Total		\$0.3659	
Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
654--29-01	Town of Weston: #2 Heating Oil - 4,500 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
654--29-02	Town of Weston: ULSD -	<b>Supplier</b>				Y

	23,400 gallons	<b>Product Code:</b>	First Offer - \$0.0357	\$0.1825		
654--29-03	Town of Weston: Winter Blend ULSD - 26,800 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0357	\$0.1825		Y

Lot Total \$0.4364

Item #	Line Item	Notes	Option A: Differential Pricing	Option B: Alternate Fixed Mark-Up	N/A	Attch.	Docs
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654--30-01	Town of Wethersfield: #2 Heating Oil - 1,500 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00	\$0.00		Y
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654--30-02	Town of Wethersfield: Ultra Low Sulfur Diesel - 81,000 Gallons	<b>Supplier Product Code:</b>	First Offer - \$0.0144	\$0.1525	\$0.00		Y
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Lot Total \$0.1669

Item #	Line Item	Notes	Option A: Differential	Option B: Fixed Mark-Up	Attch.	Docs
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654--31-01	Town of Windsor: Bio-Diesel B5 - 142,000 gallons	<b>Supplier Product Code:</b>	First Offer - \$0.00	\$0.00		Y
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Lot Total \$0.00



Diesel Direct, Inc.

Item: **Town of Canton:ULSD - 20,300 Gallons**

Attachments

Diesel Direct Bid Bond 2.pdf

Bid Bond SURETY DEPARTMENT



THE HARTFORD

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,

That we, Diesel Direct, Inc., 74 Maple Street, Stoughton, MA 02072

hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and existing under the laws of the State of Connecticut whose principal office is in Hartford, CT as Surety, hereinafter called the Surety, are held and firmly bound unto Capitol Region Purchasing Council, 241 Main Street, 4th Floor, Hartford, CT 06106 as Oblige, hereinafter called the Oblige, in the sum of

10% of Attached Bid

Dollars (\$ \_\_\_\_\_),

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Capitol Region Council Of Governments Solicitation 654 Fuel Oil

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of March 2017 A.D. 19

Witness Diesel Direct, Inc. (Principal) (SEAL)

By VP Wholesale Supply (Title) (SEAL)

Attest (if Corporation) (SEAL)

Attest Donna M Bishop (SEAL) By Grace J. Gray Attorney-in-Fact (Title) (SEAL)

(Approved by The American Institute of Architects, A.I.A. Document No. A-310, Feb., 1970 Edition)

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 08-087624

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Donna Bishop, Grace J. Gray, Edith B. Monroe, Kathleen M. O'Brien, Eric Pratt, Diane Wojcik of NORTH ADAMS, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *March 2, 2017*  
Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

Supplier: **Diesel Direct, Inc.**

**ADDENDUM #4 FOR INVITATION TO BID #654 COVERING FUEL OILS**  
**CORRECTIONS**

This addendum addresses the following corrections:

Town of Cheshire

654-04-03 – Wastewater Treatment Plant Facility, 1325 Cheshire Street – 4,000 gallon tank, 10,000 gallons

654-04-03 – Addition of Art’s Place Garage Facility, 1300 Waterbury Road – 275 gallon tank, 200 gallons

Cheshire BOE

654-05-02 - Bus Depot, 157 Sandbank Road - 8,000 gallon tank, 72,500 gallons

Town of Rocky Hill

654-25-01 – Kennedy House, 673 Old Main Street – 275 gallon tank, 1,200 gallons

Town of Newtown: Removal of quantities

**Please note that all other terms and conditions appearing in the original Invitation to Bid remain.**

**Vendors are asked to sign, date, and return this sheet, along *with their bids*, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.**

Name           **Ken Whalley**  
Title           **VP Supply**  
Company       **Diesel Direct**  
Address       **74 Maple St**  
                  **Stoughton, MA 02072**  
                  (City)           (State)           (Zip)  
Telephone     **3392210638**

Signature     **Ken Whalley**           Date **ken.whalley@dieseldirect.com**

Supplier: **Diesel Direct, Inc.**

**CAPITOL REGION PURCHASING COUNCIL**  
**241 Main Street, 4<sup>th</sup> Floor, Hartford, CT 06106**  
**Telephone 860 522 2217**  
**February 27, 2017**

**ADDENDUM #3 FOR INVITATION TO BID #654 COVERING FUEL OILS**  
**ADDITION OF QUANTITIES FOR TOWN OF NORTH BRANFORD**

This addendum addresses the following changes to the bid quantities:

ADDED: Town of North Branford Quantities

#2 Fuel Oil:

Fire Department, 7,000 gallons

Public Works – 1,000 gallon tank, 2,500 gallons

Police Department – 2,000 gallon tank, 2,500 gallons

TOTAL: 11,500 gallons

ULSD:

Fire Department – 7,700 gallons

Public Works – 5,000 gallon tank, 15,000 gallons

TOTAL: 22,700 gallons ULSD

**Please note that all other terms and conditions appearing in the original Invitation to Bid remain.**

**Vendors are asked to sign, date, and return this sheet, along *with their bids*, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.**

Name	<b>Ken Whalley</b>
Title	<b>VP Supply</b>
Company	<b>Diesel Direct</b>
Address	<b>74 Maple St</b> <b>Stoughton, MA 02072</b> (City) (State) (Zip)
Telephone	<b>3392210638</b>
Signature	<b>Ken Whalley</b> Date <b>ken.whalley@dieseldirect.com</b>

Supplier: **Diesel Direct, Inc.**

**ADDENDUM #2 FOR INVITATION TO BID #654 COVERING FUEL OILS**  
**ADDITION OF QUANTITIES FOR TOWN OF WINDSOR**

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This addendum addresses the following changes to the bid quantities:

ADDED: Town of Windsor Quantities

DPW, 99 Day Hill Road, Windsor, CT – 12,000 gallon tank, 120,000 gallons of Bio-Diesel B5  
Landfill, 500 Huckleberry Rd., Windsor, CT – 2,000 gallon tank, 22,000 gallons of Bio-Diesel B5

TOTAL: 142,000 gallons Bio Diesel B5

**Please note that all other terms and conditions appearing in the original Invitation to Bid remain.**  
**Vendors are asked to sign, date, and return this sheet, along with their bids, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.**

Name           **Ken Whalley**  
Title           **VP Supply**  
Company       **Diesel Direct**  
Address       **74 Maple St**  
                  **Stoughton, MA 02072**  
                  (City)           (State)           (Zip)  
Telephone     **3392210638**  
Signature     **Ken Whalley**       Date           **ken.whalley@dieseldirect.com**

Supplier: **Diesel Direct, Inc.**

**ADDENDUM #1 FOR INVITATION TO BID #654 COVERING FUEL OILS**  
**REMOVAL OF QUANTITIES FOR TOWN OF COLUMBIA**

-

This addendum addresses the following changes to the bid quantities:

REMOVED: Town of Columbia Quantities

**Please note that all other terms and conditions appearing in the original Invitation to Bid remain.**

**Vendors are asked to sign, date, and return this sheet, along *with their bids*, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.**

Name **Ken Whalley**

Title **VP Supply**

Company **Diesel Direct**

Address **74 Maple St**  
**Stoughton, MA 02072**

(City) (State) (Zip)

Telephone **3392210638**

Signature **Ken Whalley** Date **ken.whalley@dieseldirect.com**

Supplier: **Diesel Direct, Inc.**

**Capitol Region Purchasing Council  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106**

**STANDARD BID AND RFP TERMS AND CONDITIONS**

**PURCHASING COUNCIL PURPOSE**

The Capitol Region Purchasing Council (“Council”) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments, which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some 115 towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council’s services.

**BID FORMS/SUBMISSION OF BIDS**

The Council exclusively uses Bid Sync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The Council accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB’s, RFP’s, RFQ’s and RFI’s shall be submitted in electronic format via **BidSync**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

**EXCEPTIONS TO SPECIFICATIONS**

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor’s bid response.**

**SUBSTITUTION FOR NAMED BRANDS**

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand’s specifications.

**BID AWARD**

A bid award shall be made by each respective Member Agency to the lowest responsible bidder(s). A Purchase Order issued by the member Town constitutes an award. The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder’s perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.



### **CONTRACT EXTENSION**

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. All extensions shall be completed before the next bid invitation is issued. A schedule of bid invitations and openings is posted on the CRPC website.

### **ESTIMATED QUANTITIES**

The quantities as listed herein are **estimates only** and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

### **INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION**

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

### **WITHDRAWAL OF BIDS**

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council.

### **REJECTION AND/OR CANCELLATION OF BIDS**

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

### **RIGHT TO WAIVE ANY INFORMALITY**

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

### **BID PRICES**

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

### **TAXES**

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

### **BILLING**

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

### **2% ADMINISTRATIVE FEE**

The Capitol Region Council of Governments uses BidSync to distribute and receive bids and proposals. Responding vendors agree to pay to BidSync an administrative fee of two percent (2%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor. The fee shall be payable for all Council bids unless specifically exempted by the Council. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

### **REPORTING REQUIREMENTS**

All orders placed on CRPC bids shall be reported to BidSync on a quarterly basis. Please contact Jason Sanchez to set up this important reporting function at (512) 717-6149 (telephone); or email jsanchez@periscopeholdings.com.

### **FAILURE TO COMPLY**

All awarded vendors must comply with the 2% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 90 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

### **DELIVERY ARRANGEMENTS AND REQUIREMENTS**

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

### **REFERENCES**

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

### **BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

### **INSURANCE REQUIRED OF SUCCESSFUL BIDDERS**

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

#### **FOR THE TOWN OF WEST HARTFORD ONLY**

Please see Attachment A concerning the town's insurance requirements.

#### **FUTURE BID INVITATIONS**

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

#### **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

#### **SEVERABILITY**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

#### **ADDITIONAL TERMS AND CONDITIONS**

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

### QUESTIONS

General inquiries should be directed to Maureen Goulet, Purchasing Program Manager, at the:  
Capitol Region Purchasing Council  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106  
Tel: 860-522-2217 ext. 37  
Fax: 860-724-1274  
E-mail: [mgoulet@crcog.org](mailto:mgoulet@crcog.org)

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to [mgoulet@crcog.org](mailto:mgoulet@crcog.org), or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Manager will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Manager will **post a copy of any addenda to the BidSync system.** In special cases, the Program Coordinator reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

Supplier: Diesel Direct, Inc.

CRPC #654

CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID  
FUEL OIL  
BID SPECIFICATION

**I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS**

**INTENT**

The Capitol Region Purchasing Council (CRPC), on behalf of certain Capitol Region towns, boards of education, and agencies, requests bids for the procurement of **heating oil, ultra low sulfur diesel, biodiesel, and bioheating fuel** for the period commencing July 1, 2017 and ending June 30, 2018. Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each awarding CRPC member will be required before any deliveries commence.

Note that individual contracts resulting from this Invitation to Bid may cover only a portion of the 2017-2018 fiscal year. Vendors are reminded to pay careful attention to the specific time period that their quotes should cover.

**QUANTITIES**

The quantities specified herein are annual estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in each of those CRPC members.

**Vendors must understand that during the course of the contract, there may be certain changes in locations, tank sizes and quantities used as well as grade of oil/type of product. Vendors will be expected to accept such changes without adjustments to the contract prices.**

**2% ADMINISTRATIVE FEE EXEMPTION**

The Capitol Region Council of Governments uses Bid Sync to distribute and receive bids and proposals. **The 2% Bid Sync administrative fee is exempted for this bid.**

**PIGGYBACKING**

This bid is **not** open to piggybacking by CRPC members.

**BID PRICES**

**OPTION A:** Each vendor will render bids by indicating a **DIFFERENTIAL** from the New Haven Rack Average as published daily by the Oil Price Information Service (OPIS). Billing for any shipment shall be computed by adding the differential to the daily closing price for the day the delivery is taken. Such differentials may be either plus (+) or minus (-), and the low bidder will be determined by the most advantageous differential. CRPC members may request a price cap with this option. Prices bid must be held for a period of **60 days** from the opening date in order to permit individual towns/boards of education to complete any required internal evaluation process.

**OPTION B: Fixed Mark-Up**

**A Fixed Mark-Up may be submitted in which case the price per gallon will remain fixed during the entire term of the contract. Note that in order to accommodate varying CRPC member purchasing procedures that dictate the amount of time required to make a contract award, vendors are required to hold their fixed mark-up prices for a twenty-one (21) day period from the opening date as per the escalation/de-escalation clause described below. The firm pricing established by this provision will remain in effect for the duration of the awarded contract.**

**TOTAL FIXED MARK-UP PRICES FOR HEATING OIL ONLY** shall be calculated as follows: On the day of the bid opening, CRCOG staff will enter the closing (“settle”) NYMEX price for **Tuesday, February 7, 2017** into a table as shown in Exhibit I for Heating Oil and Exhibit II for Diesel. Vendors should use the weightings indicated in Exhibit I for heating oil and Exhibit II for diesel. Vendors mark-up shall include any and all costs of

manufacture and delivery. A copy of the NYMEX strip being used will be part of the final tabulation package to provide indicative pricing. In recognition of the market's volatile nature, all bidders between the time of the bid opening and formal, written award notification will be

allowed to escalate/de-escalate their bid price(s) for heating oil pursuant to inter- and intra-day fluctuations in the NYMEX until an award is made.

The intent behind using this formula is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors **MUST** supply documentation **with their bid** in support of any and all mark ups added to the base price to help communities verify the validity of updated quotes offered after the bid opening to reflect changes in the NYMEX strip. Vendors shall use the OPIS New Haven Rack Average pricing during the course of the contract period to demonstrate the validity of their pricing. **The same weightings and mark ups used for the bid prices submitted must be used to calculate all subsequent escalated/de-escalated prices.**

**EXHIBIT I (This is an example only, using the NYMEX settle prices for Tuesday, February 7, 2017)**

-  
-

Month	Settle Price	Weighting %	Weighted Price
July	1.6685	0%	0
August	1.6751	0%	0
September	1.6885	0%	0
October	1.693	10%	0.1693
November	1.7026	15%	0.25539
December	1.7144	20%	0.34288
January	1.7188	20%	0.34376
February	1.7199	20%	0.34398
March	1.7225	15%	0.258375
April		0%	0
May		0%	0
June	1.6904	0%	0
			1.713685

**TOTAL FIXED MARK-UP PRICES FOR DIESEL FUELS ONLY shall be calculated as follows:**

**Pricing for diesel fuels will be secured in the same fashion as described above for heating oil, EXCEPT that the following weighting structure (Exhibit II) shall be used.**

**EXHIBIT II (This is an example only, using the NYMEX settle prices for Tuesday, February 7, 2017)**

Month	Settle Price	Weighting %	Weighted Price
July	1.6685	2%	0.03337
August	1.6751	2%	0.033502
September	1.6885	10%	0.16885
October	1.693	10%	0.1693
November	1.7026	10%	0.17026
December	1.7144	10%	0.17144
January	1.7188	10%	0.17188
February	1.7199	10%	0.17199
March	1.7225	10%	0.17225
April		10%	0.1
May		10%	0.1
June	1.6904	6%	0.101424
			1.5643

The intent behind using this methodology is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors will be required to supply documentation to verify the updated strip used to calculate any and all price adjustments (escalations/de-escalations) that are made to establish a final award price.

Award notification will be confirmed by telephone and followed up by fax with the lowest responsible bidder(s) on any day within 21 days of the bid opening. The NYMEX strip to be used as the basis for a final escalation/de-escalation adjustment will be selected and authorized by the awarding entity (CRPC member) and may be based on opening, intra-day or closing postings.

**Prices shall include allowances for all material and work delivered complete at the appropriate place in the contracting CRPC member’s facility(ies).**

**TAXES AND ASSESSMENTS**

CRPC members are exempt from the payment of either federal or State taxes and such taxes **shall not** be included in the bid prices. **It will be the responsibility of the vendor to obtain any certifications needed to avoid the payment of such taxes.**

Moreover, bid prices **shall** include **neither** the \$.002 per gallon NORA Assessment, **nor the Connecticut Gross Receipts Tax - which is no longer applicable to any diesel products in Connecticut.** Any other taxes shall be applied directly to invoices of members who are eligible.

**PROHIBITED SURCHARGES**

**The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (delivery, etc.) on the participating CRPC members at any point during the contract period.**

### **SPILLAGE AND SPILL PREVENTION**

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a CRPC member because of pollution resulting from such spillage shall be borne by the vendor.

In terms of preventative measures, it should be noted that some of the participating CRPC members have Spill Prevention, Control and Countermeasure (SPCC) Plans in place pursuant to the U.S. EPA's Oil Pollution Prevention Rule (40 CFR 112). To this end, some of these CRPC members (as well as others without SPCC Plans in place) may require supervised fills at various locations. CRPC members may provide this type of instruction at the time of award.

### **DELIVERY TICKETS**

The CRPC members prefer to be furnished printer-type delivery tickets with each fuel delivery. The CRPC realizes that for larger tanks (8,000 gallon capacity and over) it may not be practical to use trucks that are equipped with printers showing the gallonage delivered. CRPC members may request copies of the loading ticket in cases where printer type delivery tickets are not available. **Partial compartment deliveries, unless made by printer ticket, will not be acceptable.**

### **DELIVERY ARRANGEMENTS**

Arrangements for deliveries will be a matter to be negotiated between each individual CRPC member and the successful vendor. Inability of a vendor to meet required delivery arrangements may be cause for the rejection of the low bid. In certain instances, vendors may be required to make automatic deliveries based on degree days.

In other instances, vendors will be required to make deliveries within an agreed-to time interval (usually 48 hours) following notification by the CRPC member that supplies of oil are needed. The right is reserved to limit the hours within which deliveries can normally be made.

### **LIABILITY FOR DELIVERY FAILURES**

If, as a result of a vendor's failure to deliver on an agreed-to automatic delivery schedule, within the agreed time interval following notification, or in accordance with any part of the specifications included herein (e.g., unacceptable product), and damage to an CRPC member results, the vendor agrees to compensate the CRPC member for such damages. Restitution will be required should: damage result from freezing (due to a lack of heat) or should the CRPC member incur additional costs from purchasing heating oil or diesel from an emergency source. **It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.**

If the contractor fails to make proper delivery within the time specified or if the CRPC member rejects the delivery, the CRPC member may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

### **EQUIPMENT**

The contractor must be able to insure year-round delivery, maintain a proper inventory for service where required and in some instances provide automatic printing meters on delivery trucks. Loading tickets may be substituted for meter-printed delivery tickets with the consent of the CRPC member.

### **EMERGENCY REPAIR SERVICE**

In some instances vendors will be required to provide 24-hour, 7-day oil burner maintenance service.

### **PURCHASE ORDERS, DELIVERY RECEIPTS AND INVOICES**

No delivery shall be made without a purchase order. A representative of the CRPC member shall normally sign for deliveries. Billing shall be made to each CRPC member separately in accordance with the terms set forth herein and on the purchase order. Billing shall be based on the New Haven Rack Average pricing for the type of fuel contracted for. **Billing shall clearly describe the type of fuel delivered and shall match the type of fuel contracted for.**



**BID BONDS**

Bidders are **required** to submit with their bid, a valid, current bid bond in the amount of 10% of the total bid price. Bonds shall be issued by an insurance company licensed to do business in the State of Connecticut. **Bids not accompanied by a valid bid bond shall be rejected. The bid bond shall be valid for a period of one (1) month from the date of the bid opening. Vendors can include a copy of the bid bond with their electronically submitted bid, and can consult with BidSync for how to attach such documentation. Bid bonds should be sent to Maureen Barton, Capitol Region Purchasing Council, 241 Main Street, 4<sup>th</sup> Floor, Hartford, CT 06106, in sealed envelopes indicating the name and date of the bid.**

**PERFORMANCE BONDS**

**A performance bond, in the amount of one hundred percent (100%) of each purchase order, may be required of successful bidders.** Responding vendors are therefore asked to provide a separate price for this bond (to be quoted as a price per \$1,000 of contracted business) on their bid response. CRPC members will notify vendors after award if this is required.

**LAWS**

All deliveries shall comply in every respect with all applicable laws of the federal government and/or the State of Connecticut.

**SCOPE OF BIDDING**

Vendors may bid on the requirements of any CRPC member, or may bid on the requirements of all CRPC members listed. **Bidders are cautioned that they are responsible for serving all CRPC members for which they offer bids.** Vendors should only offer bids for those CRPC members that they have the capacity to serve based on the estimated CRPC member requirements, as failure to enter into contract with any CRPC member is grounds for forfeiture of bid surety.

**FOR ENFIELD AND NEWINGTON ONLY**

The low bidder shall furnish a certificate of insurance that includes the coverages and limits set forth below; identifies the town as an additional insured; and provides for at least ten days prior notice to the town of cancellation or non-renewal:

General Liability

Bodily Injury - \$500,000 per occurrence  
\$500,000 aggregate

Property Damage - \$100,000 per occurrence  
\$100,000 aggregate

Contractual Liability

Bodily Injury - \$500,000 per occurrence  
- \$500,000 aggregate

Property Damage - \$100,000 per occurrence  
- \$100,000 aggregate

Automobile:

\$500,000 combined single limit bodily injury and property damage per occurrence

Worker's Compensation:

As required by State Statute

**FOR THE TOWN OF WEST HARTFORD ONLY**

Please see Attachment A concerning the town's insurance requirements.

**SPECIAL REQUIREMENT**

All contractors must supply, at no cost to the CRPC member, **Material Data Safety Sheets** for any chemical, especially toxic or hazardous compounds.

**INFORMATION SHEET**

The information sheet must be filled out and submitted with the bid.

**SITE CONDITIONS**

Bidders should familiarize themselves with the locations, types of storage tank and sites in each CRPC member for which they offer bids. They should not offer bids for CRPC members that they cannot or will not serve based on locations, storage tanks or other conditions at the site, as they will under no circumstances be excused from fulfilling their agreement if the job is more complex than anticipated.

**EXTENSION OPTION**

Contracts may be extended for up to one year beyond the **June 30, 2017** date by mutual agreement of the parties. All extensions shall be completed before the next bid invitation for 2017-2018 is issued. A schedule of bid invitations and openings is posted on the CRPC website.

**CONTRACT DELAY OPTION**

Contract start may be delayed due to mild winters and the need for CRPC members to fulfill previous contracts.

**WITHDRAWAL OF BIDS**

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council and/or any or all affected CRPC members.

**REJECTION/CANCELLATION OF BIDS**

The Capitol Region Purchasing Council reserves the right to cancel the bidding process prior to the established opening date and time, if such action is deemed to be in its best interest to do so. Moreover, the CRPC reserves the right to reject any or all bids or any part of any or all bids, if it is in its best interest to do so.

**II. TECHNICAL SPECIFICATIONS**

**RIGHT TO TEST**

The methods of testing the various grades of oil are clearly stated in ASTM D396 and ASTM D6751. CRPC members shall be permitted to require a sample of the oil at the time of any delivery and may submit such sample to a recognized testing laboratory. If such tests show that the oil does not comply with the specifications below, the vendor agrees to remove the contents of the tank involved and replace these contents with suitable material all at no expense to the CRPC member. Also, if the tests show that the shipment is not in accordance with the specifications, the vendor agrees to pay the costs of the tests, and to compensate the CRPC member for any damages caused by clogging, corrosion, etc. as a result of improper materials use.

**FUEL OIL SPECIFICATIONS**

The fuel oil described herein shall be suitable for heating schools and public buildings and shall adhere to the STANDARD SPECIFICATIONS FOR FUEL OILS - ASTM D396 and STANDARD SPECIFICATION FOR BIODIESEL FUEL BLEND STOCK – ASTM D6751. This publication can be obtained from the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19193. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause damage to or improper operation of the burners.

**BIO HEATING OIL BLENDING**

It is the sole responsibility of the vendor to ensure the proper blending method and appropriate quantities blended bio product (B5 or B20) conditioned to the appropriate ambient temperature to avoid cold weather starting difficulties of equipment in the winter months. **RECYCLED PRODUCT IS NOT ACCEPTABLE.**

**DIESEL SPECIFICATIONS**

Diesel fuel must be suitable for the proper operation of internal combustion engines. The various characteristics required must conform to all applicable federal and state regulations. The diesel fuel herein specified shall be hydrocarbon oils, free from acid, grit, salt water and fibrous or other foreign matter, and shall conform to the requirements of ASTM D975 of latest revision.

**WINTERIZATION**

Certain CRPC members have specified a winter blend of diesel/premium diesel to be delivered either automatically or on an on-call basis. Unless a specific blending formula has been stated, the awarded vendor(s) shall be responsible for ensuring the cold weather, trouble-free operation of equipment/vehicles. The addition of cold-flow additives, in accordance with industry standards, will therefore be required to meet such blending requirements **at no additional cost.**

It should be noted that when available, usage estimates for “winterized” product have been added.

**BIODIESEL (B100) SPECIFICATIONS**

The BioDiesel herein specified shall conform to the requirements of ASTM D6751 of latest revision. A certification of analysis must be provided with each shipment. Failure to comply may result in refusal of receipt of product.

**BIODIESEL BLENDING**

It is the sole responsibility of the vendor to ensure the proper blending method and appropriate quantities blended bio product (B5 or B20) conditioned to the appropriate ambient temperature to avoid cold weather starting difficulties of equipment in the winter months. **RECYCLED PRODUCT IS NOT ACCEPTABLE.**

Vendors may be required to provide training regarding use of B5 and B20 to authorized Equipment Repair and Maintenance staff (i.e. filter and additive changes).

**Supplier: Diesel Direct, Inc.**

**CRPC #654**

**CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID  
FUEL OIL**

**INFORMATION SHEET**

The undersigned hereby offers to supply fuel oil, ultra low sulfur diesel fuel, bio diesel and bio heating oil to the participating Purchasing Council Towns, Boards of Education and Agencies (“Agencies”) during the period specified at a net delivered cost to be determined by the application of the indicated differential to the New Haven rack average quotation as published by the Oil Price Information Service (OPIS) for the day of delivery. It is understood that the low bidder will be determined by the most advantageous differential. Vendors may also submit a bid for a firm price which will apply for the term of the contract, in accordance with the escalation/de-escalation clause contained herein.

**Performance Bond**

The cost of a Performance Bond if requested by an Agency for 100% of the total bid price underwritten by a business licensed to write such bonds in the State of Connecticut is the following:

**\$10**/thousand dollars

**ARE**

We  **ARE NOT** prepared to offer 24-hour, 7-day oil burner maintenance service.

The labor charge for this service during normal working hours is \$ per hour and \$ per hour for service during other than normal working hours.

The charge for any parts required will be made at a discount of percent (%) from our supplier's list prices.

In order to insure that the successful bidder can furnish acceptable delivery service, the following information must be supplied.

Number of delivery trucks available: (Please identify common carrier vehicles where appropriate)	<b>22</b>
Total gallonage capacity of all trucks:	<b>78300</b>
Total storage capacity at dealer's depot:	<b>0</b>
#2 Oil	gallons
Diesel	gallons
Premium Diesel	gallons
Ultra Low Sulfur Diesel	gallons

Bio Diesel                      gallons

Bio Heating  
Fuel                              gallons

Terms:    **0 %**                              **30 Days**

**REFERENCES:** During the last two years, we supplied heating oil and/or diesel to the following CT municipalities:

<b>Town</b>	<b>Contact Person</b>	<b>Address</b>	<b>Telephone #</b>
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(1) **available if awarded bid**

(2)

(3) **Diesel Direct**

**Supplier: Diesel Direct, Inc.**

### **Insurance Exhibit (West Hartford)**

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

**All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured** and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

**Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

**Automobile Liability and Physical Damage Coverage:** \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

**Umbrella Liability:** \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

**Workers' Compensation:** Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

**Personal Property** for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

**Ken Whalley**  
Duly Authorized

**3/2/17**  
Date

**ken.whalley@dieseldirect.com**  
(Print Name Here)



Supplier: **Diesel Direct, Inc.**

**GENERAL VENDOR INFORMATION**

**VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.**

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

**Diesel Direct, Inc.**

REPRESENTATIVE

**Ken Whalley**

POSITION

**VP of Wholesale Supply**

ADDRESS

**74 Maple St**

**Stoughton, MA 02072**

(ZIP)

**02072**

TELEPHONE #

**3392210638**

FAX #

**7813442270**

TAX ID #

**043280313**

E-MAIL ADDRESS



**ken.whalley@dieseldirect.com**

SIGNATURE

**Ken Whalley**

PAYMENT TERMS: **0%30Days**

DATE: **3/2/17**