

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2023**

**BID # 2023 - 10
GASOLINE AND DIESEL FUEL – 3 YEAR CONTRACTS**

**UPDATE MAY 10, 2023: UPDATE TO PAGES 18, 28-31, 33, & 35
TO REFLECT THE CITY OF ERIE'S TANK SIZE AT 1926 HOLLAND STREET
AS 9,300 GALS (PREVIOUSLY LISTED AS 500 GALS)**

**PLEASE CONTACT MICHELLE JAGGI WITH QUESTIONS
AT MJAGGI@ERIEAREACOG.ORG
OR (814) 454-1770**

PROPOSAL FROM:

COMPANY: Melzer's Fuel Service
ADDRESS: 1502 Greengarden Blvd.
Erie PA 16501
CONTACT NAME: Rick Melzer
PHONE #: 800-367-0203
E-MAIL: rmelzer@MelzersFuel.com
DATE: May 12, 2023

ERIE AREA COUNCIL OF GOVERNMENTS

150 East Front Street · Suite 300 · Erie, PA 16507
Phone (814) 454-1770 · Email majggi@erieareacog.org

TO: ALL PROSPECTIVE BIDDERS
FROM: EACOG JOINT MUNICIPAL BIDDING COMMITTEE
SUBJECT: SOLICITATION OF BIDS: Gasoline and Diesel Fuel – 3 Year Contracts

DATE: MAY 5, 2023

Sealed proposals will be received by the Erie Area Council of Governments Joint Municipal Bidding Committee, acting on behalf of the Townships of Amity, Elk Creek, Franklin, Girard, Greene, Greenfield, Harborcreek, McKean, Millcreek, North East, Springfield, Summit and Venango the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro Volunteer Fire Department, Greenfield Fire Department, the City of Erie, the Girard School District and the Erie Metropolitan Transit Authority.

Sealed bids will be accepted until 12:00 PM (noon) on May 17, 2023 enclosed in a sealed envelope addressed to the Erie Area Council of Governments Joint Municipal Bidding Committee, with the name and address of the bidder on the exterior of the sealed envelope.

Sealed bids will be accepted by mail, delivery or drop off at:

**Erie Area Council of Governments
150 East Front Street, Suite 300
Erie, PA 16507.**

No bids will be accepted via e-mail or website.

All bids submitted shall be **opened and read aloud on May 17, 2023 at 2:30 PM** at the Harborcreek Township Building 5601 Buffalo Rd. Harborcreek, PA 16421.

Items and services for which bids will be received include:

Unleaded Gasoline
Ultra Low Sulfur B2 Diesel – on road
Ultra Low Sulfur B5 Diesel – on road
Ultra Low Sulfur Diesel – off road

The role of the EACOG'S Joint Municipal Bidding Committee is to combine the participants' anticipated annual material requirement, to agree on a standard bidding specifications acceptable to all participants and to seek competitive bids for all items jointly, in an effort to receive a lower, more equitable price for all. Each municipality, Authority and School District reserves the right to reject any and all bids.

If you have any question regarding the enclosed bidding specification/procedures, please contact Michelle Jaggi, Executive Director at 814-454-1770 or mjaggi@erieareacog.org.

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

INSTRUCTIONS TO BIDDERS

ARTICLE I - DEFINITIONS

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

Bidder - Any person, firm, or corporation submitting a bid.

Contract - The signed written agreement between the Owner and the Contractor covering the materials, supplies, equipment, product and/or services to be purchased.

Contract Date - The effective date of the beginning of the Contract time. Such date to be in accord with Article IX and to be indicated by the Owner in the notice of award.

Contract Documents - The contract documents shall consist of the advertisement for bids or notice to bidders; bid security; performance bonds; instructions to bidders; form of proposal; the Contract, the general and special conditions of contract; and the detail specifications, including all modifications thereof incorporated in any of the documents before the execution of the Contract.

Contract Term - The calendar period stated in the Contract and/or Form of Proposal for the completion of the project and/or Contract as specified.

Contractor - The person, firm, or corporation with whom the Owner has executed the Contract.

Form of Proposal - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material and/or services to be furnished.

Modification - Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the Contract.

Notice - Written notice shall be deemed to have been duly served if

delivered to or provided electronically to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

Number - The singular shall be deemed to include the plural and the plural the singular, as the context may require and is the masculine gender.

Owner - During Bidding procedures, the Owner shall be represented by the Erie Area Council of Governments Joint Municipal Bidding Committee. During the Bidder selection and contract terms selection, and after the finalization of the Contract with the individual Participants, the Owner shall generally be understood to be the Participants named in the contract document and/or each Contract.

Participants - Those current member municipalities of the Erie Area Council of Governments and other specified Municipalities, Municipal Authorities, and School Districts who hereby desire to participate in the Erie Area Council of Governments Joint Municipal Bidding Program. These participants shall include but are not limited to Townships of Elk Creek, Franklin, Girard, Greene, Greenfield, Harborcreek, McKean, Millcreek, North East, Springfield, Summit, and Venango the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro Volunteer Fire Department, Greenfield Fire Department, the City of Erie, the Girard School District and the Erie Metropolitan Transit Authority.

Security - Bid bond, performance bond, certified check, and other instruments of security, furnished by the bidder and his surety in accordance with the contract documents.

ARTICLE II - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project or to provide the requested material, supplies, equipment, product and/or services to the satisfaction of the Owner, within the time prescribed. **The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction.**

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a Bidder

who in the opinion of the Owner is not in a position to perform the Contract. Each municipality reserves the right to reject any bid, without jeopardizing the bid price to those municipalities who desire to award or accept the bid.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal. If the Contract is awarded, the Owner will give the successful Bidder written notice of the award within sixty (60) day after the opening of the bids. The Owner shall be required to take the proper action to accept or reject the bids submitted with sixty (60) days of the bid opening.

Each municipality will execute its own Contract or purchase order with the successful Bidders and shall be liable only for supplies or products contracted for by itself. Each successful Bidder shall be required to invoice each participant separately and to the specification listed in the Invoicing Requirements in this bid packet.

At least two (2) counter parts of the Contract and such other contract documents as practicable will be signed by the Owner and the Contractor.

Performance Bond - Upon notification and within ten (10) days of the notification of award, the Contractor will deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided in the names of the awarding municipalities and delivered in care of the Erie Area Council of Governments, Suite 300, 150 East Front Street, Erie, PA 16507. The successful Bidder need only provide one performance bond, which will provide sufficient coverage and security to all participating municipalities. The performance bond shall be in the amount of \$2,000,000 to cover all estimated quantities for the awarding participants.

Failure of the successful Bidder to execute the contract documents and deliver any required security within ten days (10) of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

The bid security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one (1) month of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful Bidder.

ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder

and be signed by him with his usual signature. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact. Bids shall be signed in ink.

If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

ARTICLE IV - CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the Bidder's capability to execute this Contract competently and successfully.

ARTICLE V - CHANGES WHILE BIDDING

During the bidding period, bidders may be furnished with addenda for additions or alteration to the Bidding Specifications. These shall be included in the bid proposal and shall become a part of the contract documents. The Bidder shall be required to indicate the receipt of such addenda.

ARTICLE VI - WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE VII - CONTRACT MODIFICATION

If for any reason, the initial Bidding specifications include or fail to include a minor and/or closely related requirement--that is desirable of the Owner to change, add to or delete from the awarded

Contract--the Owner shall have the right, through the issuance of a change order and granting approval of the Contractor, to change, add to or delete from the Contract, such minor or closely related requirements.

ARTICLE VIII - VERBAL STATEMENTS

No verbal or oral interpretation of plans or specifications will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all Bidders. See Article V.

ARTICLE IX - CONTRACT DURATION

Unless otherwise noted or specified, all Contracts shall commence with the Contract Date and expire on June 30th of either 2024, 2025 or 2026 or on June 30th of subsequent years if extended. Those municipalities having Contracts for supplies, material, or product whose term extends into the period covered by this Contract time will have the right to participate in a Contract with the successful bidder as their individual obligations expire.

ARTICLE X - BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents either by mail, drop off or delivery. All proposals must be addressed as outlined in the Notice to Bidders. The Bidders should bid on all items called for in the Form of Proposal; should the Bidder not desire to bid on an item or product, he may insert the words "No Bid" in the space provided for prices on such item(s) or alternate(s). If it is determined by the Owner to use alternate type of equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions,

unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

Bids shall be accompanied by a single bid security made out to the Erie Area Council of Governments as provided in the Special Conditions.

ARTICLE XI - BIDDERS'S RESPONSIBILITY

Each Bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, Contract Form, Notice of Award, Special Conditions, Detail Specifications, and forms. Each Bidder will be held responsible to fully comply therewith. Each Bidder must acquaint himself thoroughly with the conditions under which materials, supplies, or products shall be utilized.

ARTICLE XII - QUANTITIES

The estimated quantities given in the Special Conditions are for bidding purposes only. The estimated quantities are based on each municipality's estimated volume for the period. The Owner does not guarantee any given quantity. The municipalities may purchase more or less than the estimated amounts, and the vendor may not assume that these estimates are a part of the Contract. The vendor shall be required to supply the participating municipalities on an as-needed basis, throughout the Contract duration.

ARTICLE XIII - PAYMENT

Payment shall be made in accord with the conditions set forth in the Contract and in conformance with the contract documents. Unless otherwise noted, payment shall be made in full within thirty (30) days of invoice.

ARTICLE XIV - ACCEPTANCE

Final payment shall be subject to final acceptance of the item(s) furnished or service rendered. The Owner reserves the right to make such tests and examinations as he may deem necessary to protect his best interest. The exclusive intent of this testing procedure is the establishing of compliance or noncompliance with the Contract Documents. Failure of the furnished items(s) to comply with the details and/or intent of the Contract Documents shall constitute sufficient cause for rejection. Item(s) which are damaged or otherwise not in conformance with the Contract Documents shall be unacceptable and must be brought into conformance by the Contractor to the Owner's satisfaction without extra compensation.

ARTICLE XV - TAXES

All bid prices are to be less Federal, State or local taxes except as required by law. Required taxes include but may not be limited to: Oil Spill Tax, and LUST (Leaking Underground Storage Tank) Tax as applicable. The contractor shall be required to itemize the taxes on the invoices as noted in the Invoicing Requirements section of this document.

ARTICLE XVI - DEVIATIONS/ PROPOSED ALTERNATIVES

Bidders desiring to submit proposals on materials, supplies, product, in substantial conformance to these specifications but not meeting some details of the specifications exactly, shall list the specific deviations in Proposed Alternatives Section of the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article X and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

ERIE AREA COUNCIL OF GOVERNMENTS

JOINT MUNICIPAL BIDDING COMMITTEE

JOINT BIDDING SPECIFICATIONS

BID #2023-10

GASOLINE AND DIESEL FUEL

MAY 5, 2023

Administered by:

Erie Area Council of Governments
150 East Front Street - Suite 300
Erie, PA 16507
814-454-1770
mjaggi@erieareacog.org

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

**SPECIAL CONDITIONS
2023
GASOLINE AND DIESEL FUEL**

The Joint Municipal Bidding Committee of the Erie Area Council of Governments (EACOG) is requesting bids for supplying and delivering gasoline and diesel fuel to the Townships of Elk Creek, Franklin, Girard, Greene, Greenfield, Harborcreek, McKean, Millcreek, North East, Springfield, Summit, and Venango, the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro Volunteer Fire Department, Greenfield Fire Department, the City of Erie, the Girard School District and the Erie Metropolitan Transit Authority for any or all of the three 12 month periods commencing on July 1st and ending on June 30th of 2026. The Committee reserves the right to select the 12 month term or terms for which contracts may be awarded. Each Participant reserves the right to award a Contract or Contracts to the lowest responsible Bidder or Bidders for any consecutive terms commencing with 2023 within the maximum number of terms selected by the Committee or reject any or all bids.

Bid Security shall be \$50,000 in the form of a Bid Bond or certified check made payable to the Erie Area Council of Governments.

Bids for the joint municipal gasoline and diesel fuel for delivery to the participants are requested for **87 Octane unleaded gasoline (E10), Ultra-low sulfur B-2 diesel and Ultra-low sulfur B-5 diesel, and Ultra low-sulfur off-road diesel fuel.** All products must meet the specifications identified in the Detailed Specifications section and all the current state and federal regulations.

ESTIMATED QUANTITIES REQUESTED:

The total estimated combined annual quantity requirements for the participants each year for gallons of:

Gasoline (Unleaded)
Regular Grade (87 Octane E10) 333,308

Total Quantity Gasoline: 333,308

Diesel Fuel
Ultra-low sulfur B-2 diesel 413,704
Ultra-low sulfur B-5 diesel 133,938
Ultra low-sulfur off-road diesel 38,855

Total Quantity Diesel: 586,497

These estimates should not be construed as a guarantee that the respective owners will purchase any specific or minimum quantity of gasoline and/or diesel fuel during the period in question. The amount estimated is based upon the anticipated operations of the Owners over the period. Each Owner reserves the right to expand, contract, discontinue or modify its operation at any time, in its sole discretion, and to vary the amount of gasoline and/or diesel fuel purchased, if any.

Market Fluctuation Pricing For the Products:

*****PLEASE NOTE*** our OPIS pricing benchmark reporting location has changed from Pittsburgh to Warren, PA. This change will enable participants to confirm daily pricing (when the point of supply is United Refining, Warren) by calling 1-800-346-2932.**

Bids should provide the plus or minus differential based on the published May 11, 2023 11:00 a.m. Oil Price Information Service (OPIS) (www.OPISnet.com) report for Warren, Pennsylvania, Gross Wholesale, Rack average, price per gallon for the 87 Octane unleaded gasoline (E10), Ultra-low sulfur B-2 diesel and Ultra-low sulfur B-5 diesel, and Ultra low-sulfur off-road diesel fuel. Contracts will be awarded based on the differential. Bidder should provide report to verify their awareness of the pricing for May 11, 2023. Prior to contract award the price shall be verified by the Owner.

Pricing for the Delivery to Owners: Price Differential Amount:

Bidders are to indicate, on the spaces provided in the Form of Proposal, the number of cents per gallon to be added to the current OPIS, Warren gasoline and diesel fuel prices for delivering the products to the owners. It shall be understood, that this Price Differential (the number of cents the bidder proposes to add to or subtract from to the published prices) shall remain firm during each year of the contract. The per gallon OPIS price; however, will increase or decrease. Contractors may fill orders from the supplier of their choosing. Upon verification to the Owners of the published OPIS Price for the Market from which the fuel was obtained, the cost of gasoline and/or diesel fuel supplied by the Contractor shall be billed to the Owners.

Owners may award a Contract or Contracts as determined by calculating the lowest price differential for the total estimated, annual quantities using the above stated criteria. The pricing information indicated on the Form of Proposal will be used in determining the lowest responsible bidder.

Any increases or decreases in the Bidder's stated OPIS gasoline prices, occurring between the time the bid is submitted, and the time set for the bid opening will not affect the determination of the successful bidder.

DELIVERIES

Schedule of Release

Respective owners will individually schedule releases with the Contractor for delivery of gasoline and/or diesel fuel. The Contractor shall confirm acceptance of the release schedule in the format desired by each owner (e-mail, fax, phone or other). Owner may request a scheduled automatic delivery. Please provide instructions for scheduling orders and deliveries in the space provided.

Delivery Location

Deliveries shall be made to the specific locations listed in the bid packet unless mutual arrangements have been agreed to between the contractor and the owner.

Time of Delivery

Deliveries of fuel must be made within designated times by the conclusion of the second full business day following issuance of the release request by the Owner. The actual time of delivery shall be coordinated with the Owner's designated representative so as not to hinder the normal functions of the garage.

Delivery Manifest and Other Notices to Owner(s)

Deliveries shall be made for the quantity ordered and confirmed. Each Owner will receive from the Contractor a copy of the original Delivery Manifest from the Fuel Supplier in a timely manner. **All information currently required by Pennsylvania and federal regulation should be included in the delivery manifest and provided to the owner.**

Passage of Title and Risk of Loss

Title and risk of loss shall pass from the Contractor to the Respective Owners upon the transfer from the Contractor's truck into Owner's storage tanks.

Invoicing and Payment Requirements:

No Delivery fees or Other Charges

Pricing is on a delivered basis at Owner's respective facilities. There shall be no additional charges for delivery, transportation, handling, insurance or any other items or services.

Invoicing Requirements:

The Contractor is required to invoice each of the Owners separately, according to the amount purchased and utilized by that Owner; and must indicate on such invoice,

1.) the product details and quantity

2.) the OPIS (Warren) gross wholesale rack average price on the date of delivery

3.) the bid Price Differential

4.) the itemized applicable taxes (LUST, OST)

5.) the net invoice amount.

The Owner reserves the right to request the Contractor to furnish a notarized statement relative to the actual per gallon OPIS price, in effect, at the time the Contractor delivers the fuel to the participating municipalities. Bid prices and invoices should not include other local, State or Federal taxes.

Invoices, Payment and Payment Discount

Owner shall pay each invoice not less than forty-five (45) calendar days following receipt of the invoice by the Owner. Owners shall receive a discount of 1% of the invoice price if payment of the invoice is made by the Owners within ten (10) business days after receipt of the invoice by the Owner. For purposes of this section, Owner shall be deemed to have made payment of an invoice upon deposit of the payment in the United States mail, first class mail, postage pre-paid, addressed to the Contractor at the Contractor's business address.

Liquidated Damages for Late Delivery

The Contractor and Owners acknowledge and agree that Owners shall suffer damages if the Contractor fails to deliver gasoline and/or diesel fuel after a scheduled release within the maximum period of time established for deliveries, as specified above. The Contractor and Owners further acknowledge and agree that the dollar amount of such damages would be difficult to ascertain. The Contractor therefore agrees to pay as liquidated damages (and not as a penalty) \$100.00 per day for each day that the delivery of the gasoline and/or diesel fuel in question is delayed beyond the time limitation set forth above. Notwithstanding the foregoing, liquidated damages shall not be due under this section if the failure to make delivery within the specified time is due to force majeure. This remedy is intended to be cumulative and shall not be construed as waiving or foreclosing any other remedy which Owners may have at law or in equity, including the remedy specified in next section below.

Substitute Procurement in the Event of Late Delivery

In the event that the Contractor fails to make a timely delivery of gasoline and/or diesel fuel, Owners shall have the right to procure such amounts of gasoline and/or diesel fuel from other sources as Owners determine, in their sole discretion, is necessary and appropriate to carry on Owners' operations in a reasonable and prudent manner. In such case, the Contractor shall, without limitation, be liable to the Owners for any amount by which the purchase price of the substitute gasoline and/or diesel fuel exceeds the amount which would have been due under this Contract for a similar quantity of fuel had such fuel been delivered on a timely basis, plus such out-of-pocket charges and expenses as may have been incurred by the Owners in procuring such substitute gasoline and/or diesel fuel. The Contractor shall also be liable for liquidated damages for late delivery, as specified in the previous section above, for the period of time between the due date of the delivery as specified above, and the date of actual delivery of the substitute gasoline and/or diesel fuel.

TERM

Generally

The successful Bidder (the "Contractor") shall supply gasoline and/or diesel fuel to the Owners commencing as early as the first day of July, 2023 with the execution of a contract for 1st year ending June 30, 2024, 2nd year ending June 30, 2025 or 3rd year ending June 30, 2026.

Month-to-Month Extension

The Owner(s) shall have the option to extend the Contract on a month-to-month basis following the June 30, 2026 contract term by mutual agreement with the Contractor and written notice of each monthly extension not less than fifteen (15) days prior to the termination date of the Contract, as then effect. The Contractor may terminate the Owners' option to extend the Contract under this section by giving the Owners not less than sixty (60) days prior written notice that the Contract shall be terminated.

Cancellation by Owners

Each Owner reserves the right to cancel the Contract in its entirety for any reason upon thirty (30) days written notice to the Contractor. Each Owner shall incur no liability whatsoever to the Contractor as a result of any such cancellation. Each Owner's liability under the Contract shall be limited to the obligation of the Owner to pay for the gasoline and/or diesel fuel actually supplied to the Owner by the Contractor in conformity with the terms of the Contract.

GENERAL

Regulatory Compliance

The Contractor shall comply with all current and future state and federal regulations which may go into effect during the Contract term.

Non-Exclusivity

Although it is generally contemplated that the Owners shall procure substantially all of its diesel fuel and gasoline requirements from the Contractor during the term of the Contracts, the Contracts are non-exclusive and the Owners specifically reserves the right to purchase fuel from other sources during the term of the Contracts. In particular, and without limiting the foregoing, the Owners may purchase fuel from other sources for comparison testing, evaluation, and similar purposes.

Submissions Made Subject to 18 Pa.C.S.A. 4904

All documents, information and reports submitted to the Owners by the Contractor or the Contractor's representatives in conjunction with the performance of these Contracts (including, but not limited to, invoices and OPIS Prices) shall be deemed to have been made or submitted subject to the penalties of 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities. Notwithstanding the foregoing, nothing herein shall be construed as affecting or otherwise limiting the liability of the Contractor under any other provision of law.

Bid Documents

In addition to the Form of Proposal, the Bidder must submit the following additional documents:

1. Diesel Fuel information on required Additives for Winterization as applicable
2. OPIS - Data Sheets for May 11, 2023 for Warren, PA
3. The name and location of the principal and secondary source of each grade of diesel fuel and gasoline requested.
4. Instructions and contact numbers for the ordering and scheduling of deliveries.
5. \$50,000 Bid Bond or Certified check as Bid Security

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

2023-2026

Unleaded Gasoline (E10) Regular 87 Octane

Estimated Annual Quantities and Locations

<u>Participant</u>	<u>Estimated Annual Volume in gallons</u>	<u>Size of Tank above or under ground</u>	<u>Location of tank</u>	<u>Current Owner of tank</u>
City of Erie	166,202	9700 (underground)	1926 Holland St. Erie, PA 16501	City of Erie
City of Erie	6,240	500 (above)	1351 Troupe Rd. Harborcreek, Pa 16421	Melzer's
Franklin Township	2,000	1,000 (above)	10411 Rt. 98 Edinboro, Pa 16412	Franklin
Girard Borough	9,500	500 (above)	302 Mechanic St. Girard, Pa 16417	Melzer's
Greenfield Vol Fire Dept	3,000	500 (above)	10160 Station Rd. North East, PA 16428	Greenfield Twp Vol Fire Dept
Harborcreek Township	25,000	10,000 (underground)	5601 Buffalo Rd. Harborcreek, 16421	Harborcreek
Lake City Borough	4,000	500 (above)	1150 Maple Ave Lake City, Pa 16423	Lake City
Millcreek Township	104,366	2 tanks -6,000 gallon (underground)	3608 West 26 th St. Erie, PA 16506	Millcreek
North East Township	6,000	500 (Above)	10300 W. Main Rd. North East, PA 16428	North East Twp
Summit Township	7,000	1,000 (above)	8900 Old French Rd. Erie, PA 16509	Summit Township
<u>Estimated quantity TOTAL:</u>	<u>87 Octane: 333,308</u>			

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2023-2026**

ULTRA-LOW SULFUR DIESEL FUEL

Estimated Annual Quantities and Locations

<u>Participant</u>	<u>Grade Type</u>	<u>Estimated Annual Volume in gallons</u>	<u>Size of Tank above or under ground</u>	<u>Location of tank</u>	<u>Current Owner of tank</u>
Amity Township	B2 B5	5,000 5,000	1,000 (above)	15030 Casler Rd. Union City, Pa 16438	Amity
Elk Creek Township	B2	20,000	1,000	10405 High Street, Albion, Pa 16401	
City of Erie	B2 B5	2,700 128,938	9300 (underground)	1926 Holland St. Erie, PA 16501	City of Erie
City of Erie	Off Road	2,780	500 (above)	1351 Troupe Rd. Harborcreek, Pa 16421	Melzer's (fuel vendor to supply)
City of Erie	Off Road	875	600 (above)	98 Port Access Rd. Erie, PA 16507	City of Erie
Borough of Edinboro	B2	4,000	500 (above)	124 Meadville St. Edinboro, PA 16412	Edinboro
Edinboro – Volunteer Fire Department	B2	5,000	2500 (above)	125 Meadville St. Edinboro, Pa 16412	Edinboro Vol Fire Dept
Franklin Township	B2	6,550	3,000 (above)	10411 Rt. 98 Edinboro, Pa 16412	Franklin Township
Girard Township	B2	9,800	1,000 (above)	10140 Ridge Rd. Girard, Pa 16417	Melzer's (fuel vendor to supply)
Girard Borough	B2	2,200	500 (above)	302 Mechanic St. Girard, Pa 16417	Melzer's (fuel vendor to supply)
Girard Borough (AMP)	Off Road	10,000	5,000 (above)	302 Mechanic St. Girard, Pa 16417	AMP

ULTRA- LOW	SULFUR DIESEL	Estimated Quantities	Continued:		
Participant	Grade Type	Annual volume	Tank Size	Tank Location	Owner of tank
AF Dobler Hose Co.	B2	2,400	500 (above)	37 Walnut St. Girard, Pa 16417	Melzer's (fuel vendor to supply)
Girard School District	B2	26,500	3,000 (above)	2856 Maple Ave Lake City, PA 16423	STA- Girard
Greene Township	B2	19,000	2,000 (under)	8899 Old Wattsburg Rd Erie, Pa 16510	Greene
Greenfield Township	B2	12,000	1000 (above)	11184 Rich Hill Rd. North East, Pa 16428	Greenfield
Greenfield Volunteer Fire Dept	B2	400	500 (above)	10160 Station Rd. North East, Pa 16428	GTVFC
Harborcreek Township	B2	37,500	10,000 (underground)	5601 Buffalo Rd. Harborcreek, 16421	Harborcreek
Lake City Borough	B2	3,000	500 (above)	1150 Maple Ave Lake City, Pa 16423	Melzer's (fuel vendor to supply)
Lake City Borough	Off Road	200		1150 Maple Ave Lake City, PA 16423	Lake City
McKean Township	Off Road	15,000	1,000 (above)	9231 Edinboro Rd., McKean, Pa, 16426	McKean
Millcreek Township	B2	47,500	2 tanks -6,000 gallon (underground)	3608 West 26 th St. Erie, PA 16506	Millcreek
Millcreek Township	B2	13,154	1,000 (above)	5192 Old French Rd. Erie, Pa 16509	Millcreek
Millcreek Township	Off Road	8,500	500	Millfair Recycling 2301 Millfair Rd.	Millcreek
Millcreek Golf & Learning	Off Road	1,500	500	3100 W 17 th St. Erie, PA 16505	Millcreek

ULTRA- LOW	SULFUR DIESEL	Estimated Quantities	Continued:		
Participant	Grade Type	Annual volume	Tank Size	Tank Location	Owner of tank
North East Township	B2	21,000	2000 (Above)	10300 W. Main Rd. North East, PA 16428	North East
Springfield Township	B2	10,000	2 tanks @500 (above)	13000 Sanford Rd., West Springfield, PA 16443	Springfield
Summit Township	B2	15,000	3,000 (above)	8900 Old French Rd. Erie, PA 16509	Summit Township
Venango Township	B2	13,000	2,000 (above)	9141 Townhall Rd. Wattsburg, PA 16442	Venango
Erie Metropolitan Transit Auth	B2	138,000	2 @10,000 (underground)	127 East 14 th St. Erie, PA 16503	EMTA
<u>TOTAL:</u>		<u>586,497</u>			

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

2023

DETAIL SPECIFICATIONS

GASOLINE AND DIESEL FUEL

General

Detail Specifications following outline minimum acceptable standards for materials, equipment, and supplies furnished under this Contract. All materials and supplies furnished shall be new, of first quality, and the best of their respective type for the use intended. All products should comply with the most current state and federal regulations.

GASOLINE

Unleaded gasoline shall conform to ASTM D4814, latest issue. All bidders shall submit formal bids, as prescribed herewith, for supplying the estimated quantities of regular grade E10 "unleaded" gasoline with a minimum research octane rating of 87.0. The Awarded Contractor will be required to deliver each participating municipality's gasoline requirements to the locations indicated in the Special Conditions section of this Bidding package. All gasoline being supplied shall meet the Ethanol standards mandated by the Federal Government and the Commonwealth of Pennsylvania.

DIESEL FUEL OILS

Diesel fuel shall conform to the most current version of ASTM 975 and in accordance with PCID no. 1056 for all grades. Low Sulfur Diesel Fuel Grade B2 Off-road (dyed red), and Ultra Low Sulfur Diesel Fuel Grades B2 and B5 Regular and Premium, including formulation to meet the Bio-Fuel standards mandated by the Federal Government and the Commonwealth of Pennsylvania.

Specifications Number F-75, effective November 8, 1995, Bureau of Purchases, Department of General Services, Commonwealth of Pennsylvania with modification of Grade 2 Winter, as defined below, shall apply when not in conflict with requirements of these detailed specifications. The respective Owners shall have the right to identify tank truck deliveries to have samples drawn and tested according to F-75 by an independent laboratory selected and paid for by the Owner.

- (1) Modified in accordance with Pennsylvania Department of Transportation Testing Procedure PRM-211.
- (2) Test Method - Institute of Petroleum-IP309

ADDITIVES

Additives will be required in most instances to reach the required Cetane numbers and/or specification requirements for Premium Diesel Fuel, the diesel fuel delivered by the Contractor shall contain commercially acceptable additives providing for adequate corrosion inhibition, demulsification, fuel detergency, injector cleaning, smoke/emissions reduction, Cetane improver, increased lubricity and be alcohol free all on a year-round basis. Approved diesel fuel additives include Diesel Guard DSP 200W manufactured by ValvTect and Pro-Tec 8664 manufactured by Betz Dearborn or approved equals. Additives must deliver at least 200 PPM Cetane improver for Ultra-Low Sulfur Regular and 400 PPM Cetane improver for Ultra-Low Sulfur Premium. The Owner may choose to have ValvTect Biogard plus 6 with biocide and storage stabilization, or an equivalent product, as an additional additive with an additional charge to the Owner.

The Contractor must provide "written notice" to the owner within 15 working days of the delivery of diesel fuel of the quantity gallons), name and number of any "additive" the Contractor adds to the "base fuel" delivered to the owner.

The Contractor may not change any additives listed on the Product Data Sheet(s) accompanying the Form of Proposal without prior written consent of the owner(s).

WINTERIZATION – November 1st through March 15th

Diesel fuel winterization additives shall conform to the most current version of ASTM and be in accordance with PCID no. 1056 for all grades and meet all Pennsylvania and Federal regulations.

Winterization of diesel fuel delivered to the owners shall be accomplished by additizing the base diesel fuel with the quantity and proper winter additives as described above to achieve the Winter Characteristics. If desired and requested from December 15th through February 15th, Number #1 Grade Kerosene may be added to achieve at least a 30% mix. When not available, winter additizing will be increased to achieve the desired levels of "Winter Characteristics". If a mix in excess of 33% is achieved, the owner must be notified in writing on a timely basis. Winterization shall be such as to prevent the diesel fuel from gelling, freezing or clogging fuel filters under any weather conditions in Northwestern Pennsylvania.

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2023

GASOLINE

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Notice to Bidders, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of these Contract Documents. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm, or corporation. I/We have investigated the availability of the materials, equipment or supplies specified and propose to furnish the items designated at the following prices:

GASOLINE: please provide the following information:

May 11, 2023 OPIS Prices for Warren, PA.

RACK AVERAGE per gallon price

GASOLINE - OPIS- WARREN Report: GROSS CBOB ETHANOL (10%) PRICES - 9.0 RVP

RACK AVERAGE prices for May 11, 20203

Unleaded Regular (E10) Grade 87 \$ 2.4175 Per/Gal.

Please provide printed OPIS reports highlighting RACK AVG pricing

Please list intended Supplier Company:

Primary United Refining Co.

Secondary American Refining Co.

Please include instructions and contact numbers for the ordering and scheduling of deliveries in the space provided:

Ordering Phone # 800-367-0203

Sales@MelzersFuel.com

emergency Contacts: Mary Montgomery 814-450-0309

Mike Horvath 814-440-2568

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2023

DIESEL FUEL

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Notice to Bidders, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of these Contract Documents. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm, or corporation. I/We have investigated the availability of the materials, equipment or supplies specified and propose to furnish the items designated at the following prices:

DIESEL FUEL OIL: please provide the following information:

May 11, 2023 OPIS Prices for Warren, PA.

RACK AVERAGE per gallon price

DIESEL FUEL - OPIS- WARREN Report: GROSS WHOLESALE SME BIODIESEL PRICES for B2, B5 and Off Road

RACK AVERAGE

Please provide printed OPIS reports highlighting RACK AVG pricing

Low Sulfur – Off Road Grade \$ 2.5200 Per/Gal. for May 11, 2023

Ultra-Low Sulfur – Regular Grade B2 \$ 2.5350 Per/Gal. for May 11, 2023

Ultra-Low Sulfur - Regular Grade B5 \$ 2.5450 Per/Gal. for May 11, 2023

List intended Supplier Company:

Primary United Refining Co.

Secondary American Refining Co.

Please include instructions and contact numbers for the ordering and scheduling of deliveries in the space provided:

Ordering Phone # 800-367-0203

Sales@MelzersFuel.com

Emergency Contacts: MARY Montgomery 814-450-0309

Mike Horvath 814-440-2568

Account #148224

To align the following data, change the font size to 9 in Courier New.

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Amer.Ref.	u 1-10	240.00	+ 1.00	-- --	-- --	-- --	-- --	05/10	18:00	
United Re	u 1-9	243.50	+ 1.50	-- --	-- --	303.50	+ 1.50	05/10	18:00	
LOW RACK		240.00		-- --		303.50				
HIGH RACK		243.50		-- --		303.50				
RACK AVG		241.75		-- --		303.50				
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN										
FOB WARREN		254.35		-- --		-- --				
OPIS NYH BARGE DELIVERED SPOT (SRI)										
FOB WARREN		263.12		-- --		297.10				
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)										
FOB WARREN		261.74		-- --		-- --				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB WARREN		250.73		-- --		277.06				
UBD LOW RACK		240.00		-- --		303.50				
UBD HIGH RACK		243.50		-- --		303.50				
UBD RACK AVG		241.75		-- --		303.50				
CONT AVG-05/11		241.75		-- --		303.50				
CONT LOW-05/11		240.00		-- --		303.50				
CONT HIGH-05/11		243.50		-- --		303.50				

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	243.50	-- --	-- --
CONT LOW2 AVG	241.75	-- --	-- --
CONT LOW3 AVG	-- --	-- --	-- --
CONT BRD 2ND LOW	-- --	-- --	-- --
CONT BRD LOW2 AVG	-- --	-- --	-- --
CONT BRD LOW3 AVG	-- --	-- --	-- --
CONT UBD 2ND LOW	243.50	-- --	-- --
CONT UBD LOW2 AVG	241.75	-- --	-- --
CONT UBD LOW3 AVG	-- --	-- --	-- --

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Amer.Ref.	u 1-10	248.50	+ .50	-- --	-- --	-- --	-- --	05/10	18:00	
United Re	u 1-9	254.50	+ 5.00	-- --	-- --	257.50	+ 5.00	05/08	18:00	
LOW RACK		248.50		-- --		257.50				
HIGH RACK		254.50		-- --		257.50				
RACK AVG		251.50		-- --		257.50				
OPIS NYH BARGE SPOT MEAN - 05/10										
FOB NYH BARGE		239.340		-- --		-- --				
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN										
FOB WARREN		251.57		-- --		253.82				
OPIS NYH BARGE DELIVERED SPOT (SRI)										
FOB WARREN		250.42		-- --		252.67				
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)										
FOB WARREN		272.25		-- --		274.50				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB WARREN		252.39		-- --		254.64				
UBD LOW RACK		248.50		-- --		257.50				
UBD HIGH RACK		254.50		-- --		257.50				

UBD RACK AVG	251.50	-- --	257.50
CONT AVG-05/11	251.50	-- --	257.50
CONT LOW-05/11	248.50	-- --	257.50
CONT HIGH-05/11	254.50	-- --	257.50

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	254.50	-- --	-- --
CONT LOW2 AVG	251.50	-- --	-- --
CONT LOW3 AVG	-- --	-- --	-- --
CONT BRD 2ND LOW	-- --	-- --	-- --
CONT BRD LOW2 AVG	-- --	-- --	-- --
CONT BRD LOW3 AVG	-- --	-- --	-- --
CONT UBD 2ND LOW	254.50	-- --	-- --
CONT UBD LOW2 AVG	251.50	-- --	-- --
CONT UBD LOW3 AVG	-- --	-- --	-- --

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Amer.Ref.	u 1-10	249.00	+ .50	-- --	-- --	-- --	-- --	05/10	18:00
United Re	u 1-9	255.00	+ 5.00	-- --	-- --	258.00	+ 5.00	05/08	18:00
LOW RACK		249.00		-- --		258.00			
HIGH RACK		255.00		-- --		258.00			
RACK AVG		252.00		-- --		258.00			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN									
FOB WARREN		251.92		-- --		254.17			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB WARREN		250.77		-- --		253.02			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB WARREN		272.60		-- --		274.85			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB WARREN		252.74		-- --		254.99			
UBD LOW RACK		249.00		-- --		258.00			
UBD HIGH RACK		255.00		-- --		258.00			
UBD RACK AVG		252.00		-- --		258.00			
CONT AVG-05/11		252.00		-- --		258.00			
CONT LOW-05/11		249.00		-- --		258.00			
CONT HIGH-05/11		255.00		-- --		258.00			

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	255.00	-- --	-- --
CONT LOW2 AVG	252.00	-- --	-- --
CONT LOW3 AVG	-- --	-- --	-- --
CONT BRD 2ND LOW	-- --	-- --	-- --
CONT BRD LOW2 AVG	-- --	-- --	-- --
CONT BRD LOW3 AVG	-- --	-- --	-- --
CONT UBD 2ND LOW	255.00	-- --	-- --
CONT UBD LOW2 AVG	252.00	-- --	-- --
CONT UBD LOW3 AVG	-- --	-- --	-- --

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR HEATING OIL DISTILLATE PRICES

	Terms	HEAT	Move	HEAT	Move	HEAT	Move	Date	Time
Amer.Ref.	u 1-10	245.00	+ .50	-- --	-- --	-- --	-- --	05/10	18:00
United Re	u 1-9	250.50	+ 5.00	-- --	-- --	-- --	-- --	05/08	18:00
LOW RACK		245.00		-- --		-- --			
HIGH RACK		250.50		-- --		-- --			

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	-- --	-- --	-- --
CONT LOW2 AVG	-- --	-- --	-- --
CONT LOW3 AVG	-- --	-- --	-- --
CONT BRD 2ND LOW	-- --	-- --	-- --
CONT BRD LOW2 AVG	-- --	-- --	-- --
CONT BRD LOW3 AVG	-- --	-- --	-- --
CONT UBD 2ND LOW	-- --	-- --	-- --
CONT UBD LOW2 AVG	-- --	-- --	-- --
CONT UBD LOW3 AVG	-- --	-- --	-- --

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	Move Date	Time
Amer.Ref.	u 1-10	250.50	-- --	-- --	-- --	05/10	18:00
United Re	u 1-9	256.50	259.50	257.00	260.00	05/08	18:00
LOW RACK		250.50	259.50	257.00	260.00		
HIGH RACK		256.50	259.50	257.00	260.00		
RACK AVG		253.50	259.50	257.00	260.00		
UBD LOW RACK		250.50	259.50	257.00	260.00		
UBD HIGH RACK		256.50	259.50	257.00	260.00		
UBD RACK AVG		253.50	259.50	257.00	260.00		
CONT AVG-05/11		253.50	259.50	257.00	260.00		
CONT LOW-05/11		250.50	259.50	257.00	260.00		
CONT HIGH-05/11		256.50	259.50	257.00	260.00		

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	256.50	-- --	-- --	-- --
CONT LOW2 AVG	253.50	-- --	-- --	-- --
CONT LOW3 AVG	-- --	-- --	-- --	-- --
CONT BRD 2ND LOW	-- --	-- --	-- --	-- --
CONT BRD LOW2 AVG	-- --	-- --	-- --	-- --
CONT BRD LOW3 AVG	-- --	-- --	-- --	-- --
CONT UBD 2ND LOW	256.50	-- --	-- --	-- --
CONT UBD LOW2 AVG	253.50	-- --	-- --	-- --
CONT UBD LOW3 AVG	-- --	-- --	-- --	-- --

WARREN, PA

2023-05-11 10:00:18 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULSHO	Move Date	Time
United Re	u 1-9	254.50	257.50	255.00	258.00	-- --	05/08	18:00
Amer.Ref.	u 1-10	-- --	-- --	-- --	-- --	247.00	05/10	18:00
LOW RACK		254.50	257.50	255.00	258.00	247.00		
HIGH RACK		254.50	257.50	255.00	258.00	247.00		
RACK AVG		254.50	257.50	255.00	258.00	247.00		
UBD LOW RACK		254.50	257.50	255.00	258.00	247.00		
UBD HIGH RACK		254.50	257.50	255.00	258.00	247.00		
UBD RACK AVG		254.50	257.50	255.00	258.00	247.00		
CONT AVG-05/11		254.50	257.50	255.00	258.00	247.00		
CONT LOW-05/11		254.50	257.50	255.00	258.00	247.00		
CONT HIGH-05/11		254.50	257.50	255.00	258.00	247.00		

OPIS Contract Premium Benchmarks - Effective 05/11

CONT 2ND LOW RACK	-- --	-- --	-- --	-- --	-- --
CONT LOW2 AVG	-- --	-- --	-- --	-- --	-- --

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL**

GASOLINE AND DIESEL FUEL

Bidders are to indicate, on the spaces provided below, the Differential Amount to be "added to or subtracted from" the published daily OPIS Warren price – for the delivery of gasoline and/or diesel fuel to the below listed municipalities. It is understood that the Differential Amount per/gallon, indicated here will remain firm; however, the OPIS Prices will increase or decrease during the duration of the Contract.

GASOLINE: Unleaded 87 Octane E10

July 1, 2023 – June 30, 2024

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the 87 Octane gasoline to the below listed Municipalities:

<u>Participant</u>	<u>Tank size in gallons</u>	<u>Delivery Location</u>	<u>Differential Amount:</u>
City of Erie	9700	1926 Holland St. Erie, PA 16501	- .025
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	+ .04
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	+ .04
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	+ .04
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	+ .04
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	- .025
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	+ .04
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	- .025
North East Township	500	10300 W. Main Rd. North East, PA 16428	+ .04
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	+ .04

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 17).

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL**

GASOLINE AND DIESEL FUEL

Bidders are to indicate, on the spaces provided below, the Differential Amount to be "added to or subtracted from" the published daily OPIS Warren price -- for the delivery of gasoline and/or diesel fuel to the below listed municipalities. It is understood that the Differential Amount per/gallon, indicated here will remain firm; however, the OPIS Prices will increase or decrease during the duration of the Contract.

GASOLINE: Unleaded 87 Octane E10

July 1, 2024 – June 30, 2025

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the 87 Octane gasoline to the below listed Municipalities:

<u>Participant</u>	<u>Tank size in gallons</u>	<u>Delivery Location</u>	<u>Differential Amount:</u>
City of Erie	9700	1926 Holland St. Erie, PA 16501	- .025
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	+ .04
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	+ .04
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	+ .04
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	+ .04
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	+ .04
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	+ .04
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	- .025
North East Township	500	10300 W. Main Rd. North East, PA 16428	+ .04
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	+ .04

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 17).

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL**

GASOLINE AND DIESEL FUEL

Bidders are to indicate, on the spaces provided below, the Differential Amount to be "added to or subtracted from" the published daily OPIS Warren price -- for the delivery of gasoline and/or diesel fuel to the below listed municipalities. It is understood that the Differential Amount per/gallon, indicated here will remain firm; however, the OPIS Prices will increase or decrease during the duration of the Contract.

GASOLINE: Unleaded 87 Octane E10

July 1, 2025 – June 30, 2026

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the 87 Octane gasoline to the below listed Municipalities:

<u>Participant</u>	<u>Tank size in gallons</u>	<u>Delivery Location</u>	<u>Differential Amount:</u>
City of Erie	9700	1926 Holland St. Erie, PA 16501	- .025
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	+ .04
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	+ .04
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	+ .04
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	+ .04
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	- .025
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	+ .04
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	- .025
North East Township	500	10300 W. Main Rd. North East, PA 16428	+ .04
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	+ .04

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 17).

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2023 – June 30, 2024

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Ultra-Low Sulfur Off Road Diesel:

Participant	Tank size in gal.	Delivery Location	Differential Amount:
City of Erie	500	1351 Troupe Rd. Harborcreek, Pa 16421	+ .05
City of Erie	600	98 Port Access Rd. Erie, PA 16507	+ .05
Girard Borough (AMP) 5,000		302 Mechanic Street, Girard, PA 16417	+ .05
Lake City	100	1150 Maple Ave Lake City, PA 16423	+ .05
McKean	1,000	9231 Edinboro Rd., McKean, PA	+ .05
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	+ .05
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	+ .05

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer: + .05
City of Erie	9,300	1926 Holland St, Erie, PA	+ .05

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2024 – June 30, 2025

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Ultra-Low Sulfur Off Road Diesel:

<u>Participant</u>	<u>Tank size in gal.</u>	<u>Delivery Location</u>	<u>Differential Amount:</u>
City of Erie	500	1351 Troupe Rd. Harborcreek, Pa 16421	+ .05
City of Erie	600	98 Port Access Rd. Erie, PA 16507	+ .05
Girard Borough (AMP) 5,000		302 Mechanic Street, Girard, PA 16417	+ .05
Lake City	100	1150 Maple Ave Lake City, PA 16423	+ .05
McKean	1,000	9231 Edinboro Rd., McKean, PA	+ .05
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	+ .05
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	+ .05

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer: + .05
City of Erie	9300	1926 Holland St, Erie, PA	+ .05

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2025 – June 30, 2026

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Participant	Tank size in gal.	Delivery Location	Differential Amount:
City of Erie	500	1351 Troupe Rd. Harborcreek, Pa 16421	+ .05
City of Erie	600	98 Port Access Rd. Erie, PA 16507	+ .05
Girard Borough (AMP) 5,000	302	Mechanic Street, Girard, PA 16417	+ .05
Lake City	100	1150 Maple Ave Lake City, PA 16423	+ .05
McKean	1,000	9231 Edinboro Rd., McKean, PA	+ .05
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	+ .05
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	+ .05

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer: + .05
City of Erie	9,300	1926 Holland St, Erie, PA	+ .05

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2023 – June 30, 2024

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Ultra-Low Sulfur B2 Diesel

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
Amity Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Elk Creek Twp	1,000	<u>+ .05</u>	<u>+ .065</u>
City of Erie	9,300	<u>0</u>	<u>+ .015</u>
Borough of Edinboro	500	<u>+ .05</u>	<u>+ .065</u>
Edinboro VFD	2,500	<u>+ .05</u>	<u>+ .065</u>
Franklin Township	3,000	<u>+ .05</u>	<u>+ .065</u>
Girard Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Girard Borough	500	<u>+ .05</u>	<u>+ .065</u>
AF Dobler Hose Co.	500	<u>+ .05</u>	<u>+ .065</u>
Girard School Dist	3,000	<u>+ .05</u>	<u>+ .065</u>
Greene Township	2,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield VFD	500	<u>+ .05</u>	<u>+ .065</u>
Harborcreek Township	10,000	<u>+ 0 —</u>	<u>+ .015</u>
Lake City Borough	500	<u>+ .05</u>	<u>+ .065</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2023 – June 30, 2024

Ultra-Low Sulfur B2 Diesel (Continued)

Differential Amounts:

<u>Participant</u>	<u>Tank size in gal.</u>	<u>Summer</u>	<u>Winter</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>0</u>	<u>+ .015</u>
<u>Millcreek Twp – Old French</u>	<u>1,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>North East Twp</u>	<u>2,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Springfield Twp</u>	<u>2@500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Summit Township</u>	<u>3,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Venango Township</u>	<u>2,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Erie Metropolitan Transit Auth.</u>	<u>2 @ 10,000</u>	<u>0</u>	<u>+ .015</u>

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

**FORM OF PROPOSAL
DIESEL FUEL**

July 1, 2024 – June 30, 2025

Please complete Differential Amount to be "added to or subtracted from" the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Ultra-Low Sulfur B2 Diesel

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
Amity Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Elk Creek Twp	1,000	<u>+ .05</u>	<u>+ .065</u>
City of Erie	9,300	<u>0</u>	<u>+ .015</u>
Borough of Edinboro	500	<u>+ .05</u>	<u>+ .065</u>
Edinboro VFD	2,500	<u>+ .05</u>	<u>+ .065</u>
Franklin Township	3,000	<u>+ .05</u>	<u>+ .065</u>
Girard Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Girard Borough	500	<u>+ .05</u>	<u>+ .065</u>
AF Dobler Hose Co.	500	<u>+ .05</u>	<u>+ .065</u>
Girard School Dist	3,000	<u>+ .05</u>	<u>+ .065</u>
Greene Township	2,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield VFD	500	<u>+ .05</u>	<u>+ .065</u>
Harborcreek Township	10,000	<u>0</u>	<u>+ .015</u>
Lake City Borough	500	<u>+ .05</u>	<u>+ .065</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2024– June 30, 2025

Ultra-Low Sulfur B2 Diesel (Continued)

Differential Amounts:

<u>Participant</u>	<u>Tank size in gal.</u>	<u>Summer</u>	<u>Winter</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>0</u>	<u>+ .015</u>
<u>Millcreek Twp – Old French</u>	<u>1,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>North East Twp</u>	<u>2,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Springfield Twp</u>	<u>2@500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Summit Township</u>	<u>3,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Venango Township</u>	<u>2,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Erie Metropolitan Transit Auth.</u>	<u>2 @ 10,000</u>	<u>0</u>	<u>+ .015</u>

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

**FORM OF PROPOSAL
DIESEL FUEL**

July 1, 2025– June 30, 2026

Please complete Differential Amount to be “added to or subtracted from” the current OPIS Warren Prices for delivery of the following grades of diesel fuel to the below listed Municipalities. Bid prices should reflect total annual volumes listed on pages 18 – 20.

Ultra-Low Sulfur B2 Diesel

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
Amity Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Elk Creek Twp	1,000	<u>+ .05</u>	<u>+ .065</u>
City of Erie	9,300	<u>0</u>	<u>+ .015</u>
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Franklin Township	3,000	<u>+ .05</u>	<u>+ .065</u>
Girard Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Girard Borough	500	<u>+ .05</u>	<u>+ .065</u>
AF Dobler Hose Co.	500	<u>+ .05</u>	<u>+ .065</u>
Girard School Dist	3,000	<u>+ .05</u>	<u>+ .065</u>
Greene Township	2,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield Township	1,000	<u>+ .05</u>	<u>+ .065</u>
Greenfield VFD	500	<u>+ .05</u>	<u>+ .065</u>
Harborcreek Township	10,000	<u>0</u>	<u>+ .015</u>
Lake City Borough	500	<u>+ .05</u>	<u>+ .065</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2025 – June 30, 2026

Ultra-Low Sulfur B2 Diesel (Continued)

Differential Amounts:

<u>Participant</u>	<u>Tank size in gal.</u>	<u>Summer</u>	<u>Winter</u>
Millcreek Township	2 @ 6,000	0	+ .015
Millcreek Twp – Old French	1,000	+ .05	+ .065
North East Twp	2,000	+ .05	+ .065
Springfield Twp	2 @ 500	+ .05	+ .065
Summit Township	3,000	+ .05	+ .065
Venango Township	2,000	+ .05	+ .065
Erie Metropolitan Transit Auth.	2 @ 10,000	0	+ .015

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
FORM OF PROPOSAL

2023

GASOLINE AND DIESEL FUEL

Accompanying this Proposal is a certified check or bid bond
(circle one) in the amount of \$50,000 dollars (\$) made payable to the Erie Area Council of Governments, Erie, Pennsylvania, which is agreed, shall be retained as liquidated damages by the Erie Area Council of Governments if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

Company Melzers Fuel Service
Address 1502 Greengarden Blvd.
Erie PA 16501
Phone 800-367-0203

ATTEST:

Rachel Swingle
Notary
(Title)

E-Mail rmelzer@melzersFUEL.com
Signed [Signature]
Name Richard G. Melzer II
(Type or Print)
Title President
Date 5-15-2023



RACHEL SWINGLE
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
March 26, 2024



MELZER'S FUEL SERVICE, INC
PO BOX 1400
PAINESVILLE, OH 44077-7325

Bond Instructions:

1. Please review your bond for accuracy. Complete and sign as principal when applicable. Notary, Attest or Witness signatures may be required depending on the bond form.
2. Make a copy for your file and **FORWARD** your original to the party requiring your bond.
3. Keep the enclosed Terrorism Rider with your file copy.
4. When enclosed sign, date and have witnessed the AF-9M, Application for Surety Bonds. Completed applications may be returned by email to bonddept@fedins.com, faxed to (507) 446-4704, or in the enclosed return envelope.

Bond premium will be included in your next billing invoice. If you no longer need the bonds, please mail ALL original bond paperwork to us within 30 days to the address below.

Thank you for choosing Federated Insurance to handle your bonding needs.

If you have questions regarding the bond forms please contact:

Sarah Dwinnell
Bond Specialist
Federated Insurance – Bond Underwriting
PO Box 328
Owatonna, MN 55060

O: (800) 533-0472 | bonddept@fedins.com

Enclosures

Federated Mutual Insurance Company • Federated Service Insurance Company*

Federated Life Insurance Company • Federated Reserve Insurance Company* • Granite Re, Inc.*†

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RIDER

TERRORISM RISK INSURANCE ACT POLICYHOLDER DISCLOSURE NOTICE

Losses for certified acts of terrorism, as defined by the Terrorism Risk Insurance Act, would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your premium that is attributable to coverage for certified acts of terrorism is \$0.00.