

**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT BIDDING COMMITTEE
2020**

**BID # 2020 - 13
GASOLINE AND DIESEL FUEL – 3 YEAR CONTRACTS**

PLEASE CONTACT JESSICA HORAN-KUNCO WITH QUESTIONS
AT JHKUNCO@ERIEAREACOG.ORG
OR (814) 454-1770

PROPOSAL FROM:

COMPANY: MELZER'S FUEL SERVICE INC.
ADDRESS: 755 EAST Erie ST.
PAINESVILLE, OHIO 44077
CONTACT NAME: RICHARD G. MELZER II
PHONE #: 440-354-3545
E-MAIL: RMelzer@MelzersFuel.com
DATE: 5/25/2020

ERIE AREA COUNCIL OF GOVERNMENTS

150 East Front Street · Suite 300 · Erie, PA 16507
Phone (814) 454-1770 · Email jhkunco@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 7, 2020

Sealed proposals will be received by the Erie Area Council of Governments Joint Municipal Bidding Committee, acting on behalf of the Townships of Amity, Franklin, Girard, Greene, Greenfield, Harborcreek, Millcreek, North East, Summit and Venango, the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro 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 27, 2020 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.

Due to Covid 19 the interior doors are locked. There will be a drop off box inside the sliding glass doors for drop off or delivery.

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

All bids submitted shall be opened and read aloud on May 27, 2020 at 2:00 PM at the Harborcreek Township Building 5601 Buffalo Rd. Harborcreek, PA 16421. Due to Covid19, the public is encouraged to view the bid opening via Live Stream on facebook.com/ErieAreaCOG/.

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 Jessica Horan-Kunco, Executive Director at 814-454-1770 or jhkunco@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 Amity, Franklin, Girard, Greene, Greenfield, Harborcreek, Millcreek, North East, Summit and Venango, the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro 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 2021, 2022 or 2023 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 #2020-13

GASOLINE AND DIESEL FUEL

MAY 7, 2020

Administered by:

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

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

**SPECIAL CONDITIONS
2020
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 Amity, Franklin, Girard, Greene, Greenfield, Harborcreek, Millcreek, North East, Summit and Venango, the Boroughs of Edinboro, Girard and Lake City, the AF Dobler Hose Company, Edinboro 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 2023. 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 2020 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), Conventional 90 Unleaded gasoline, 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)	359,366
Conventional 90	2,100
Total Quantity Gasoline:	<u>361,466</u>
Diesel Fuel	
Ultra-low sulfur B-2 diesel	<u>770,204</u>
Ultra-low sulfur B-5 diesel	<u>5,000</u>
Ultra low-sulfur off-road diesel	<u>14,200</u>
Total Quantity Diesel:	<u>789,404</u>

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 21, 2020 10:00am 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), Convention 90 unleaded gasoline, 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 21, 2020.** 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, 2020 with the execution of a contract for 1st year ending June 30, 2021, 2nd year ending June 30, 2022 or 3rd year ending June 30, 2023.

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, 2023 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 21, 2020 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**

2020-2023

**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	200,000	9700 (underground)	1926 Holland St. Erie, PA 16501	City of Erie
City of Erie	3,000	500 (above)	1351 Troupe Rd. Harborcreek, Pa 16421	City of Erie
Girard Borough	9,500	500 (above)	302 Mechanic St. Girard, Pa 16417	Melzer's
Greenfield Vol Fire Dept	1,500	500 (above)	10160 Station Rd. North East, PA 16428	Greenfield Twp Vol Fire Dept
Harborcreek Township	24,000	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	2020 – 104,366 2021 – 109,584 2022 – 115,063	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:</u> <u>359,366</u>			

Unleaded Premium E10 Gasoline Conventional 90:

Franklin Township	2,100	1000 (above)	10411 Rt. 98 Edinboro, Pa 16412	Franklin Township
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**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE
2020-2023**

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
City of Erie	B2	160,000	9300 (underground)	1926 Holland St. Erie, PA 16501	City of Erie
City of Erie	Off Road	3,000	500 (above)	1351 Troupe Rd. Harborscreek, Pa 16421	City of Erie
City of Erie	Off Road	1,000	600 (above)	98 Port Access Rd. Erie, PA 16507	City of Erie
Borough of Edinboro	B2	5,000	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	8,300	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)
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

ULTRA- LOW	SULFUR DIESEL	Estimated Quantities	Continued:		
Participant	Grade Type	Annual volume	Tank Size	Tank Location	Owner of tank
Greene Township	B2	19,000	2,000	8899 Old Wattsburg Rd Erie, Pa 16510	Greene
Greenfield Township	B2	14,500	1000 (above)	11184 Rich Hill Rd. North East, Pa 16428	Greenfield
Greenfield Volunteer Fire Dept	B2	600	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
Millcreek Township	B2	2020 – 47,500 2021 – 49,875 2022 – 52,369	2 tanks -6,000 gallon (underground)	3608 West 26 th St. Erie, PA 16506	Millcreek
Millcreek Township	B2	2020 -13,154 2021 – 14,469 2022 – 15,916	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
North East Township	B2	21,000	2000 (Above)	10300 W. Main Rd. North East, PA 16428	North East Twp
Summit Township	B2	15,000	3,000 (above)	8900 Old French Rd. Erie, PA 16509	Summit Township
Venango Township	B2	18,000	2,000 (above)	9141 Townhall Rd. Wattsburg, PA 16442	Venango

Erie Metropolitan Transit Auth	B2	360,000	2 @10,000 (underground)	127 East 14 th St. Erie, PA 16503	EMTA
<u>TOTAL:</u>		<u>789,404</u>			

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

2020

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
2020
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 21, 2020 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 21, 2020

Unleaded Regular (E10) Grade 87 \$ 1.0775 Per/Gal.

Unleaded Premium (E10) Conventional 90\$ N/A per/gal (see pg. 36)

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:

to order- phone- 800-367-0203

email - sales@MelzersFuel.com

Emergency Contacts: Eric Brindo 440-313-3620

Rick Melzer 440-343-9302

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2020

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 21, 2020 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 \$ 1.02750 Per/Gal. for May 21, 2020

Ultra-Low Sulfur – Regular Grade B2 \$ 1.0350 Per/Gal. for May 21, 2020

Ultra-Low Sulfur - Regular Grade B5 \$ 1.0350 Per/Gal. for May 21, 2020

List intended Supplier Company:

Primary United Refining Company

Secondary American Refining Company

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

to order - phone - 800-367-0203

email - sales@MelzersFuel.com

Emergency Contacts: Eric Brindo 440-313-3620

Rick Melzer 440-343-9362

**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, 2020 – June 30, 2021

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
Premium Conventional 90			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	N/A

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 18).

**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, 2021 – June 30, 2022

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:

Participant	Tank size in gallons	Delivery Location	Differential Amount:
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
Premium Conventional 90			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	N/A

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 18).

**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, 2022 – June 30, 2023

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
<u>Premium Conventional 90:</u>			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	N/A

(Bid prices should reflect the Total Volume of all municipalities seeking bids as noted on page 18).

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2020 – June 30, 2021

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 19 – 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
Lake City	100	1150 Maple Ave Lake City, PA 16423	+ .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
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**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2021 – June 30, 2022

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 19 – 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
Lake City	100	1150 Maple Ave Lake City, PA 16423	+ .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
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**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

DIESEL FUEL

July 1, 2022 – June 30, 2023

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 19 – 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	+1.05
City of Erie	600	98 Port Access Rd. Erie, PA 16507	+1.05
Lake City	100	1150 Maple Ave Lake City, PA 16423	+1.05
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	+1.05
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	+1.05

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer: +1.05
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**ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE**

**FORM OF PROPOSAL
DIESEL FUEL**

July 1, 2020 – June 30, 2021

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 19 – 20.

Ultra-Low Sulfur B2 Diesel

		<u>Differential Amounts:</u>	
<u>Participant</u>	<u>Tank size in gal.</u>	<u>Summer</u>	<u>Winter</u>
Amity Township	1,000	+ .05	+ .065
City of Erie	9,300	0	+ .015
Borough of Edinboro	500	+ .05	+ .065
Edinboro VFD	2,500	+ .05	+ .065
Franklin Township	3,000	+ .05	+ .065
Girard Township	1,000	+ .05	+ .065
Girard Borough	500	+ .05	+ .065
AF Dobler Hose Co.	500	+ .05	+ .065
Girard School Dist	3,000	+ .05	+ .065
Greene Township	2,000	+ .05	+ .065
Greenfield Township	1,000	+ .05	+ .065
Greenfield VFD	500	+ .05	+ .065
Harborcreek Township	10,000	0	+ .015
Lake City Borough	500	+ .05	+ .065
Millcreek Township	2 @ 6,000	0	+ .015

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2020 – June 30, 2021

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 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>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, 2021 – June 30, 2022

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 19 – 20.

Ultra-Low Sulfur B2 Diesel

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
Amity Township	1,000	+ .05	+ .065
City of Erie	9,300	0	+ .015
Borough of Edinboro	500	+ .05	+ .065
Edinboro VFD	2,500	+ .05	+ .065
Franklin Township	3,000	+ .05	+ .065
Girard Township	1,000	+ .05	+ .065
Girard Borough	500	+ .05	+ .065
AF Dobler Hose Co.	500	+ .05	+ .065
Girard School Dist	3,000	+ .05	+ .065
Greene Township	2,000	+ .05	+ .065
Greenfield Township	1,000	+ .05	+ .065
Greenfield VFD	500	+ .05	+ .065
Harborcreek Township	10,000	0	+ .015
Lake City Borough	500	+ .05	+ .065
Millcreek Township	2 @ 6,000	0	+ .015

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2020 – June 30, 2021

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 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>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, 2022– June 30, 2023

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 19 – 20.

Ultra-Low Sulfur B2 Diesel

<u>Participant</u>	<u>Tank size in gal.</u>	<u>Differential Amounts:</u>	
		<u>Summer</u>	<u>Winter</u>
<u>Amity Township</u>	<u>1,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>City of Erie</u>	<u>9,300</u>	<u>0</u>	<u>+ .015</u>
<u>Borough of Edinboro</u>	<u>500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Edinboro VFD</u>	<u>2,500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Franklin Township</u>	<u>3,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Girard Township</u>	<u>1,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Girard Borough</u>	<u>500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>AF Dobler Hose Co.</u>	<u>500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Girard School Dist</u>	<u>3,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Greene Township</u>	<u>2,000</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Greenfield Township</u>	<u>1,000</u>	<u>+ .65</u>	<u>+ .065</u>
<u>Greenfield VFD</u>	<u>500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Harborcreek Township</u>	<u>10,000</u>	<u>0</u>	<u>+ .015</u>
<u>Lake City Borough</u>	<u>500</u>	<u>+ .05</u>	<u>+ .065</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>0</u>	<u>+ .015</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL
DIESEL FUEL

July 1, 2020 – June 30, 2021

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 Twp – Old French</u>	<u>1,000</u>	<u>+1.05</u>	<u>+1.065</u>
<u>North East Twp</u>	<u>2,000</u>	<u>+1.05</u>	<u>+1.065</u>
<u>Summit Township</u>	<u>3,000</u>	<u>+1.05</u>	<u>+1.065</u>
<u>Venango Township</u>	<u>2,000</u>	<u>+1.05</u>	<u>+1.065</u>
<u>Erie Metropolitan Transit Auth.</u>	<u>2 @ 10,000</u>	<u>0</u>	<u>+1.015</u>

ERIE AREA COUNCIL OF GOVERNMENTS
JOINT MUNICIPAL BIDDING COMMITTEE

FORM OF PROPOSAL

2020

GASOLINE AND DIESEL FUEL

Proposed Alternatives:

Bidders desiring to furnish the materials in substantial compliance with these specifications but differing slightly in some respects shall be required to indicate in the spaces provided below IN DETAIL the specific deviations of the unit they propose to furnish. A proposal containing no entries in these spaces below will be assumed by the Municipality as being in complete compliance with these specifications.

No "OPIS Back Average" in Warren, PA.
FOR 90 Octane Conventional Gasoline.

Melzer Fuel would be willing to use
the 87 Octane 10% Ethanol average
plus +.50 for the conventional Gas.

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

2020

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.



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

Company Melzer's Fuel Service Inc.
Address 755 EAST Erie ST.
PAINESVILLE, OH 44077
Phone 440-354-3545

ATTEST:

Rachel Swingle
Notary Public
(Title)

Melzer's Fuel Service Inc.

PO BOX 1400
PAINESVILLE OHIO 44077

(SEAL)

E-Mail Rmelzer@Melzer'sFUEL.com
Signed R. L. Melzer II
Name Richard L. Melzer
(Type or Print)
Title PRESIDENT
Date 5/26/2020

Rick Melzer

From: opisadmin@opisnet.com
Sent: Thursday, May 21, 2020 10:06 AM
To: Rick Melzer
Subject: OPIS Wholesale Racks with OPIS Spot Mean

Account #148224

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

WARREN, PA

2020-05-21 10:00:28 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
United Re	u 1-9	106.50	+ 2.00	-- --	-- --	146.50	+ 2.00	05/21	00:01
Amer.Ref.	u 1-10	109.00	+ 2.50	-- --	-- --	-- --	-- --	05/21	00:01
LOW RACK		106.50		-- --		146.50			
HIGH RACK		109.00		-- --		146.50			
RACK AVG		107.75		-- --		146.50			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN									
FOB WARREN		104.08		-- --		-- --			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB WARREN		105.99		-- --		123.54			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB WARREN		111.32		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB WARREN		106.97		-- --		115.07			
UBD LOW RACK		106.50		-- --		146.50			
UBD HIGH RACK		109.00		-- --		146.50			
UBD RACK AVG		107.75		-- --		146.50			
CONT AVG-05/21		107.75		-- --		146.50			
CONT LOW-05/21		106.50		-- --		146.50			
CONT HIGH-05/21		109.00		-- --		146.50			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Amer.Ref.	u 1-10	101.50	+ 4.00	-- --	-- --	-- --	-- --	05/21	00:01
United Re	u 1-9	103.50	+ 3.50	-- --	-- --	106.50	+ 3.50	05/21	00:01
LOW RACK		101.50		-- --		106.50			
HIGH RACK		103.50		-- --		106.50			
RACK AVG		102.50		-- --		106.50			
OPIS NYH BARGE SPOT MEAN - 05/20									
FOB NYH BARGE		94.060		-- --		94.060			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN									
FOB WARREN		101.20		-- --		103.45			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB WARREN		100.45		-- --		102.70			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB WARREN		100.79		-- --		103.04			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB WARREN		103.55		-- --		105.80			
UBD LOW RACK		101.50		-- --		106.50			
UBD HIGH RACK		103.50		-- --		106.50			
UBD RACK AVG		102.50		-- --		106.50			
CONT AVG-05/21		102.50		-- --		106.50			
CONT LOW-05/21		101.50		-- --		106.50			
CONT HIGH-05/21		103.50		-- --		106.50			

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2020-05-21 10:00:28 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	101.50	+ 4.00	-- --	-- --	-- --	-- --	05/21	00:01
United Re	u 1-9	104.00	+ 3.50	-- --	-- --	107.00	+ 3.50	05/21	00:01
LOW RACK		101.50		-- --		107.00			
HIGH RACK		104.00		-- --		107.00			
RACK AVG		102.75		-- --		107.00			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI) MAIN									
FOB WARREN		101.55		-- --		103.80			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB WARREN		100.80		-- --		103.05			
OPIS BUCKEYE COMPLEX DELIVERED SPOT (SRI)									
FOB WARREN		101.14		-- --		103.39			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB WARREN		103.90		-- --		106.15			
UBD LOW RACK		101.50		-- --		107.00			
UBD HIGH RACK		104.00		-- --		107.00			
UBD RACK AVG		102.75		-- --		107.00			
CONT AVG-05/21		102.75		-- --		107.00			
CONT LOW-05/21		101.50		-- --		107.00			
CONT HIGH-05/21		104.00		-- --		107.00			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR HEATING OIL DISTILLATE PRICES

	Terms	HEAT	Move	RD	Move	PRE	Move	Date	Time
Amer.Ref.	u 1-10	101.50	+ 4.00	-- --	-- --	-- --	-- --	05/21	00:01
United Re	u 1-9	103.00	+ 3.50	-- --	-- --	-- --	-- --	05/21	00:01
LOW RACK		101.50		-- --		-- --			
HIGH RACK		103.00		-- --		-- --			
RACK AVG		102.25		-- --		-- --			
UBD LOW RACK		101.50		-- --		-- --			
UBD HIGH RACK		103.00		-- --		-- --			
UBD RACK AVG		102.25		-- --		-- --			
CONT AVG-05/21		102.25		-- --		-- --			
CONT LOW-05/21		101.50		-- --		-- --			
CONT HIGH-05/21		103.00		-- --		-- --			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS HEATING OIL DISTILLATE PRICES

	Terms	HEAT	Move	Date	Time
Amer.Ref.	u 1-10	98.50	+ 4.00	05/21	00:01
LOW RACK		98.50			
HIGH RACK		98.50			
RACK AVG		98.50			
UBD LOW RACK		98.50			
UBD HIGH RACK		98.50			
UBD RACK AVG		98.50			
CONT AVG-05/21		98.50			
CONT LOW-05/21		98.50			
CONT HIGH-05/21		98.50			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS LOW SULFUR KEROSENE PRICES

	Terms	KERO	Move	RD	Move	NRLM	Move	Date	Time
United Re	u 1-9	164.00	- 1.00	-- --	-- --	-- --	-- --	03/05	00:01
Amer.Ref.	u 1-10	175.00	- 5.00	-- --	-- --	-- --	-- --	03/17	00:01
LOW RACK		175.00		-- --		-- --			
HIGH RACK		175.00		-- --		-- --			
RACK AVG		175.00		-- --		-- --			
UBD LOW RACK		175.00		-- --		-- --			

UBD HIGH RACK	175.00	-- --	-- --
UBD RACK AVG	175.00	-- --	-- --
CONT AVG-05/21	175.00	-- --	-- --
CONT LOW-05/21	175.00	-- --	-- --
CONT HIGH-05/21	175.00	-- --	-- --

o=out of product

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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	102.50	-- --	-- --	-- --	05/21 00:01
United Re	u 1-9	104.50	107.50	105.00	108.00	05/21 00:01
LOW RACK		102.50	107.50	105.00	108.00	
HIGH RACK		104.50	107.50	105.00	108.00	
RACK AVG		103.50	107.50	105.00	108.00	
UBD LOW RACK		102.50	107.50	105.00	108.00	
UBD HIGH RACK		104.50	107.50	105.00	108.00	
UBD RACK AVG		103.50	107.50	105.00	108.00	
CONT AVG-05/21		103.50	107.50	105.00	108.00	
CONT LOW-05/21		102.50	107.50	105.00	108.00	
CONT HIGH-05/21		104.50	107.50	105.00	108.00	

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	Move Date Time
United Re	u 1-9	103.50	106.50	104.00	107.00	05/21 00:01
LOW RACK		103.50	106.50	104.00	107.00	
HIGH RACK		103.50	106.50	104.00	107.00	
RACK AVG		103.50	106.50	104.00	107.00	
UBD LOW RACK		103.50	106.50	104.00	107.00	
UBD HIGH RACK		103.50	106.50	104.00	107.00	
UBD RACK AVG		103.50	106.50	104.00	107.00	
CONT AVG-05/21		103.50	106.50	104.00	107.00	
CONT LOW-05/21		103.50	106.50	104.00	107.00	
CONT HIGH-05/21		103.50	106.50	104.00	107.00	

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2020-05-21 10:00:28 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	ULSHO	Move Date Time
United Re	u 1-9	105.50	106.00	102.00	05/21 00:01
LOW RACK		105.50	106.00	102.00	
HIGH RACK		105.50	106.00	102.00	
RACK AVG		105.50	106.00	102.00	
UBD LOW RACK		105.50	106.00	102.00	
UBD HIGH RACK		105.50	106.00	102.00	
UBD RACK AVG		105.50	106.00	102.00	
CONT AVG-05/21		105.50	106.00	102.00	
CONT LOW-05/21		105.50	106.00	102.00	
CONT HIGH-05/21		105.50	106.00	102.00	

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	ULSHO	Move Date Time
United Re	u 1-9	105.50	106.00	102.00	05/21 00:01
LOW RACK		105.50	106.00	102.00	
HIGH RACK		105.50	106.00	102.00	
RACK AVG		105.50	106.00	102.00	
UBD LOW RACK		105.50	106.00	102.00	
UBD HIGH RACK		105.50	106.00	102.00	
UBD RACK AVG		105.50	106.00	102.00	
CONT AVG-05/21		105.50	106.00	102.00	

SAFETY DATA SHEET

VALVTECT®



Revision Date 25-Apr-2016
Version 1.01

1. Identification of the substance/mixture and of the company/undertaking

1.1 Product identifier

Product name DIESEL GUARD HIGH PERFORMANCE SUPREME PLUS 350 WINTER SPECIAL N
Product code DSP350WSPCNBK

1.2 Relevant identified uses of the substance or mixture and uses advised against

Recommended Use Fuel additive
Restrictions on use No information available

1.3 Details of the supplier of the safety data sheet

Supplier ValvTect Petroleum Products
A Division of Kop-Coat, Inc.
1608 Barclay Boulevard
Buffalo Grove, IL 60089
(847) 272-2278

E-mail Address ValvTect@valvtect.com

1.4 Emergency telephone number

Emergency telephone number Chemtrec: +1 703-527-3887 ex-USA
Chemtrec: 1-800-424-9300 USA

2. Hazards identification

2.1 Classification of the substance or mixture

GHS Classification in accordance with 29 CFR 1910.1200

Acute toxicity - Oral	Category 4
Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Carcinogenicity	Category 2
Aspiration toxicity	Category 1
Flammable liquids	Category 3

2.2 Label elements

Signal Word

Danger

Hazard Statements

Harmful if swallowed
Harmful if inhaled
Suspected of causing cancer

May be fatal if swallowed and enters airways
Flammable liquid and vapor



Precautionary Statements - Prevention

Obtain special instructions before use
Do not handle until all safety precautions have been read and understood
Wear protective gloves/protective clothing/eye protection/face protection
Use personal protective equipment as required
Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Avoid breathing dust/fume/gas/mist/vapors/spray
Use only outdoors or in a well-ventilated area
Keep away from heat/sparks/open flames/hot surfaces. - No smoking
Keep container tightly closed
Ground/Bond container and receiving equipment
Use explosion-proof electrical/ventilating/lighting/equipment
Use only non-sparking tools
Take precautionary measures against static discharge

Precautionary Statements - Response

If exposed or concerned: Get medical advice/attention
IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
Call a POISON CENTER or doctor/physician if you feel unwell
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
Rinse mouth
Do NOT induce vomiting
In case of fire: Use CO₂, dry chemical, or foam for extinction

Precautionary Statements - Storage

Store locked up
Store in a well-ventilated place. Keep cool

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

2.3. Other Hazards Hazards not otherwise classified (HNOC)

Not Applicable

2.4 Other information

Not Applicable

Unknown Acute Toxicity

< 1% of the mixture consists of ingredient(s) of unknown toxicity

3. Composition/Information on Ingredients

Substance

Not applicable

Mixture

Chemical Name	CAS-No	Weight %
2-Ethylhexyl nitrate	27247-96-7	40 - 50

Heavy aromatic naphtha	64742-94-5	30 - 40
Glycol ether (non-HAP)	Proprietary	5 - 10
Solvent naphtha (petroleum), light aromatic	64742-95-6	5 - 10
1,2,4-Trimethylbenzene	95-63-6	1 - 5
Naphthalene	91-20-3	1 - 5

The exact percentage (concentration) of composition has been withheld as a trade secret.

4. First aid measures

4.1 Description of first-aid measures

General advice	For further assistance, contact your local Poison Control Center.
Eye contact	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with soap and plenty of water for at least 15 minutes while removing all contaminated clothing and shoes. Wash contaminated clothing before reuse. Call a physician if irritation develops or persists.
Inhalation	Move victim to fresh air. If not breathing, give artificial respiration. Seek immediate medical attention/advice.
Ingestion	Never give fluids if the victim is unconscious or having convulsions. Do NOT induce vomiting. Gently wipe or rinse the inside of the mouth with water. If a person vomits when lying on his back, place him in the recovery position. Call a physician or poison control center immediately.

4.2 Most important symptoms and effects, both acute and delayed

Symptoms	See Section 2.2, Label Elements and/or Section 11, Toxicological effects.
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4.3 Indication of any immediate medical attention and special treatment needed

Notes to physician	There is no specific antidote for effects from overexposure to this material. Treat symptomatically.
---------------------------	--

5. Fire-Fighting Measures

5.1 Extinguishing media

Suitable extinguishing media

Dry chemical. Carbon dioxide (CO₂). Water may be used to cool and prevent the rupture of containers that are exposed to the heat from a fire. Foam.

Unsuitable Extinguishing Media	Water may be unsuitable for extinguishing fires.
---------------------------------------	--

5.2 Special hazards arising from the substance or mixture

Special Hazard

Thermal decomposition can lead to release of irritating gases and vapors. Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks). Temperatures above 100°C may cause self-accelerating exothermic reaction which causes a rapid rise in temperature and pressure. This could result in an explosion (bursting of the container), splashing of material, burning of the product, and the emission of toxic gases and exhaust fumes.

Hazardous Combustion Products	Possible formation of carbon oxides, nitrogen oxides, and hazardous organic compounds.
--------------------------------------	--

Explosion Data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge No information available.

5.3 Advice for firefighters

Evacuate personnel to safe areas. Move non-burning material, as feasible, to a safe location as soon as possible. As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Cool containers with flooding quantities of water until well after fire is out. Thoroughly decontaminate all protective equipment after use. DO NOT extinguish a fire resulting from the flow of flammable liquid until the flow of the liquid is effectively shut off. This precaution will help prevent the accumulation of an explosive vapor-air mixture after the initial fire is extinguished.

6. Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Ensure adequate ventilation. Refer to protective measures listed in sections 7 and 8. Avoid exceeding of the given occupational exposure limits (see section 8). Avoid contact with skin, eyes and clothing. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. Personal protection needs must be evaluated based on information provided on this sheet and the special circumstances created by the spill including; the material spilled, the quantity of the spill, the area in which the spill occurred, and the training and the expertise of employees in the area responding to the spill.

6.2 Environmental precautions

Prevent product from entering drains. Prevent entry into waterways, sewers, basements or confined areas. See Section 12 for additional Ecological information.

6.3 Methods and materials for containment and cleaning up

Methods for Containment	Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Ground and bond containers when transferring material. Take precautionary measures against static discharges.

7. Handling and Storage

7.1 Precautions for safe handling

Advice on safe handling	Ensure adequate ventilation. Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes and clothing. Keep away from open flames, hot surfaces and sources of ignition. Take precautionary measures against static discharges. Do not eat, drink or smoke when using this product. Use according to package label instructions. Empty containers may retain product residue or vapor. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose container to heat, flame, sparks, static electricity, or other sources of ignition. Take measures to prevent the build up of electrostatic charge.
Hygiene measures	Remove and wash contaminated clothing before re-use. Avoid contact with skin, eyes and clothing. Do not eat, drink or smoke when using this product. Wash hands before breaks and immediately after handling the product.

7.2 Conditions for safe storage, including any incompatibilities

Storage Conditions	Keep container tightly closed in a dry and well-ventilated place. Keep away from heat and sources of ignition. Keep in properly labeled containers. Keep away from food, drink and animal feedingsuffs.
Materials to Avoid	No materials to be especially mentioned.

8. Exposure controls/personal protection

8.1 Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	British Columbia	Alberta	Quebec	Ontario TWAEV
---------------	-----------	----------	------------------	---------	--------	---------------

Glycol ether (non-HAP)	STEL: 150 ppm TWA: 100 ppm S*	TWA: 100 ppm TWA: 600 mg/m ³ S*	TWA: 100 ppm STEL: 150 ppm Skin	TWA: 100 ppm TWA: 606 mg/m ³ STEL: 150 ppm STEL: 909 mg/m ³ Skin	TWA: 100 ppm TWA: 606 mg/m ³ STEL: 150 ppm STEL: 909 mg/m ³ Skin	TWA: 100 ppm STEL: 150 ppm Skin
Naphthalene 91-20-3	TWA: 10 ppm S*	TWA: 10 ppm TWA: 50 mg/m ³	TWA: 10 ppm STEL: 15 ppm Skin	TWA: 10 ppm TWA: 52 mg/m ³ STEL: 15 ppm STEL: 79 mg/m ³ Skin	TWA: 10 ppm TWA: 52 mg/m ³ STEL: 15 ppm STEL: 79 mg/m ³	TWA: 10 ppm STEL: 15 ppm Skin

8.2 Appropriate engineering controls

Engineering Measures

Ensure adequate ventilation, especially in confined areas. Use adequate ventilation to maintain airborne concentrations at levels below permissible or recommended occupational exposure limits.

8.3 Individual protection measures, such as personal protective equipment

Eye/Face Protection

Wear chemical-resistant glasses and/or goggles and a face shield when eye and face contact is possible due to handling and processing of material.

Skin and body protection

Wear impervious gloves and/or clothing if needed to prevent contact with the material. Rubber/latex/neoprene or other suitable chemical resistant gloves. Remove and wash contaminated clothing before re-use. Cotton-blend coveralls.

Respiratory protection

If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Respiratory protection must be provided in accordance with current local regulations.

Hygiene measures

See section 7 for more information

9. Physical and chemical properties

9.1 Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Clear
Color	various
Odor	Hydrocarbon-like
Odor Threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Methods</u>
pH	Not applicable	Not Applicable
Melting/freezing point		No information available
Boiling point/boiling range		No information available
Flash Point	46 °C / 115 °F	
Evaporation rate		No information available
Flammability (solid, gas)		No information available
Flammability Limits in Air		
upper flammability limit		No information available
lower flammability limit		No information available
Vapor pressure		No information available
Vapor density		No information available
Specific Gravity	0.94	
Water solubility		No information available
Solubility in other solvents		No information available
Partition coefficient		No information available
Autoignition temperature		No information available
Decomposition temperature		No information available
Viscosity, kinematic	< 20 mm ² /s	
Viscosity, dynamic		No information available
Explosive properties		No information available
Oxidizing Properties		No information available

9.2 Other information

Volatile organic compounds (VOC) content No information available

10. Stability and Reactivity

10.1 Reactivity

No data available

10.2 Chemical stability

Stable under recommended storage conditions Unstable if heated > 100 deg C / 212 deg F.

10.3 Possibility of hazardous reactions

None under normal processing.

10.4 Conditions to Avoid

Keep away from heat, sparks and flames.

10.5 Incompatible Materials

None known based on information supplied.

10.6 Hazardous Decomposition Products

None under normal use conditions. Thermal decomposition can lead to release of irritating gases and vapors.

11. Toxicological information

11.1 Acute toxicity

Numerical measures of toxicity: Product Information

The following values are calculated based on chapter 3.1 of the GHS document

Unknown Acute Toxicity < 1% of the mixture consists of ingredient(s) of unknown toxicity

Oral LD50	984.00 mg/kg
Dermal LD50	2,203.00 mg/kg
LC50 (Dust/Mist)	3.20 mg/l
LC50 (Vapor)	537.00 mg/l

Numerical measures of toxicity: Component Information

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
2-Ethylhexyl nitrate 27247-96-7	2000 mg/kg (Rat)	> 4820 mg/kg (Rabbit)	> 14 mg/L (Rat) 4 h
Heavy aromatic naphtha 64742-94-5	5000 mg/kg (Rat)	> 2 mL/kg (Rabbit)	> 590 mg/m ³ (Rat) 4 h
Glycol ether (non-HAP)	5230 mg/kg (Rat)	= 9500 mg/kg (Rabbit)	-
Solvent naphtha (petroleum), light aromatic 64742-95-6	-	> 2000 mg/kg (Rabbit)	= 3400 ppm (Rat) 4 h
1,2,4-Trimethylbenzene 95-63-6	3280 mg/kg (Rat)	> 3160 mg/kg (Rabbit)	= 18 g/m ³ (Rat) 4 h
Naphthalene 91-20-3	1110 mg/kg (Rat)	= 1120 mg/kg (Rabbit)	> 340 mg/m ³ (Rat) 1 h

11.2 Information on toxicological effects

Skin corrosion/irritation

Product Information

- No information available

Component Information

- No information available

Serious eye damage/eye irritation

Product Information

- No information available

Component Information

- No information available

Respiratory or skin sensitization

Product Information

- No information available

Component Information

- No information available

Germ cell mutagenicity

Product Information

- No information available

Component Information

- No information available

Carcinogenicity

Product Information

• The table below indicates whether each agency has listed any ingredient as a carcinogen

Component Information

Chemical Name	ACGIH	IARC	NTP	OSHA
Naphthalene 91-20-3	-	Group 2B	Reasonably Anticipated	

Reproductive toxicity

Product Information

• No information available

Component Information

• No information available

STOT - single exposure

No information available

STOT - repeated exposure

• No information available

Other adverse effects

Product Information

• No information available

Component Information

• No information available

Aspiration hazard

Product Information

• Risk of serious damage to the lungs (by aspiration)

Component Information

• No information available

12. Ecological information

12.1 Toxicity

Ecotoxicity

No information available

< 1 % of the mixture consists of component(s) of unknown hazards to the aquatic environment

Ecotoxicity effects

Chemical Name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia and other aquatic invertebrates
Heavy aromatic naphtha 64742-94-5	-	LC50: 96 h Pimephales promelas 19 mg/L static LC50: 96 h Oncorhynchus mykiss 2.34 mg/L LC50: 96 h Lepomis macrochirus 1740 mg/L static LC50: 96 h Pimephales promelas 45 mg/L flow-through LC50: 96 h Pimephales promelas 41 mg/L	EC50: 48 h Daphnia magna 0.95 mg/L
Glycol ether (non-HAP)	-	LC50: 96 h Pimephales promelas 10000 mg/L static	LC50: 48 h Daphnia magna 1919 mg/L
Solvent naphtha (petroleum), light aromatic 64742-95-6	-	LC50: 96 h Oncorhynchus mykiss 9.22 mg/L	EC50: 48 h Daphnia magna 6.14 mg/L
1,2,4-Trimethylbenzene 95-63-6	-	LC50: 96 h Pimephales promelas 7.19 - 8.28 mg/L flow-through	EC50: 48 h Daphnia magna 6.14 mg/L
Naphthalene 91-20-3	-	LC50: 96 h Pimephales promelas 5.74 - 6.44 mg/L flow-through LC50: 96 h Oncorhynchus mykiss 1.6	LC50: 48 h Daphnia magna 2.16 mg/L EC50: 48 h Daphnia magna 1.96 mg/L Flow through EC50: 48 h

		mg/L flow-through LC50: 96 h Oncorhynchus mykiss 0.91 - 2.82 mg/L static LC50: 96 h Pimephales promelas 1.99 mg/L static LC50: 96 h Lepomis macrochirus 31.0265 mg/L static	Daphnia magna 1.09 - 3.4 mg/L Static
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12.2 Persistence and degradability

No information available.

12.3 Bioaccumulative potential

Discharge into the environment must be avoided

Chemical Name	log Pow
2-Ethylhexyl nitrate 27247-96-7	4.14
Heavy aromatic naphtha 64742-94-5	6.1
Glycol ether (non-HAP)	-0.064
1,2,4-Trimethylbenzene 95-63-6	3.63
Naphthalene 91-20-3	3.3

12.4 Mobility in soil

No information available.

12.5 Other adverse effects

No information available

13 Disposal Considerations

13.1 Waste treatment methods

This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

14 Transport Information

Note

This product is not regulated by US DOT when shipped by ground in containers < 119 gallons.

DOT

Proper shipping name
Marine Pollutant

NA1993, Combustible liquid, n.o.s. (2-ethylhexyl nitrate, petroleum distillates), 3, III
This product contains a chemical which is listed as a marine pollutant according to DOT

MEX

no data available

IMDG

Proper shipping name
Marine pollutant

UN1993, Flammable liquid, n.o.s. (petroleum distillates), 3, III
Marine pollutant This product contains a chemical which is listed as a marine pollutant according to IMDG/IMO

IATA

Proper shipping name

UN1993, Flammable liquid, nos (petroleum distillates), 3, III

15. Regulatory information

Ultra Low Sulfur Additives: The sulfur content of this Diesel Fuel Additive does not exceed 15 parts per million (ppm).

References: Code of Federal Regulations Title 40 Part 80, EPA 2006 Regulation of Fuels and Fuel Additives, EPA Document # EPA40-F-05-013.

15.1 International Inventories

TSCA	Complies
DSL	Complies
EINECS/ELINCS	-
ENCS	-
IECSC	Complies
KECL	Complies
PICCS	-
AICS	Complies
NZIoC	-

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL - Canadian Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

NZIoC - New Zealand Inventory of Chemicals

15.2 U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	SARA 313 - Threshold Values %
1,2,4-Trimethylbenzene 95-63-6	1.0
Naphthalene 91-20-3	0.1

15.3 Pesticide Information

Not applicable

15.4 U.S. State Regulations

California Proposition 65

This product contains the following Proposition 65 chemicals:

Chemical Name	California Prop. 65
Naphthalene - 91-20-3	Carcinogen
CUMENE - 98-82-8	Carcinogen

16. Other information

NFPA	Health Hazard 2	Flammability 2	Instability 1	Physical and chemical hazards -
HMIS	Health Hazard 2*	Flammability 2	Physical Hazard 1	Personal protection X

Legend:

ACGIH (American Conference of Governmental Industrial Hygienists)

Ceiling (C)

DOT (Department of Transportation)

EPA (Environmental Protection Agency)

IARC (International Agency for Research on Cancer)

International Air Transport Association (IATA)

International Maritime Dangerous Goods (IMDG)

NIOSH (National Institute for Occupational Safety and Health)

NTP (National Toxicology Program)

OSHA (Occupational Safety and Health Administration of the US Department of Labor)

PEL (Permissible Exposure Limit)

Reportable Quantity (RQ)

Skin designation (S)*

STEL (Short Term Exposure Limit)

TLV® (Threshold Limit Value)

TWA (time-weighted average)

Revision Date 25-Apr-2016

Revision Note

No information available

Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of Safety Data Sheet



Bond No. 6132123

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we MELZER'S FUEL SERVICE, INC
PO BOX 1400

PAINESVILLE, OH 44077-7325

as Principal and Federated Mutual Insurance Company, a corporation, organized and existing under the laws of the State of Minnesota and having its principal place of business at 121 East Park Square, PO Box 328, Owatonna, MN 55060, as Surety, are held and firmly bound unto _____

ERIE AREA COUNCIL OF GOVERNMENTS

150 EAST FRONT STREET, SUITE 300 ERIE, PA 16507

as Obligee,

in the sum of FIFTY THOUSAND AND NO/100--

Dollars (\$ 50,000.00)

for payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for GASOLINE AND DIESEL FUEL BID #2020-13

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract; or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 27TH day of MAY, 2020

MELZER'S FUEL SERVICE, INC

(Principal)

BY: [Signature]

(Title)

Federated Mutual Insurance Company

BY: [Signature]

SARAH DWINNELL

(attorney-in-fact)

COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

SARAH DWINNELL

of

OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 27TH day of MAY, 2020.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)


Executive Vice President



May 22, 2020

Melzers Fuel Service Inc
PO Box 1400
Painesville, OH 44077

RE: **BID #2020-13 TO SUPPLY GASOLINE AND DIESEL FUEL – ERIE AREA COUNCIL OF GOVERNMENTS –
JULY 1ST, 2020 TO JUNE 30TH 2023**

Hi Eric,

Please note that if you are awarded the above contract and a supply bond is required, the final premium will be based on the total amount of receipts supplied under the contract from July 1st, 2020 to June 30th, 2023.

Requests for receipts on the contract will be requested on a yearly basis and additional billings made once the total exceeds the original contract price listed on the supply bond.

The rates will be as follows:

\$4.09 per \$1,000 of receipts up to \$100,000
\$2.94 per \$1,000 of receipts for the next \$400,000
\$2.02 per \$1,000 of receipts for the next \$2,000,000
\$1.73 per \$1,000 of receipts for the next \$2,500,000

Sincerely,

A handwritten signature in black ink that reads "Lisa Roushar". The signature is written in a cursive, flowing style.

Lisa Roushar, Bond Underwriter
Federated Mutual Insurance Company
1929 South Cedar Ave
Owatonna, MN 55060
O: 800-533-0472 Ext. 455-5215 F 507-446-4704 E: lrroushar@fedins.com