

**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: Petroleum Traders Corporation
ADDRESS: 7120 Pointe Inverness Way PO Box 2357
Fort Wayne, IN 46801-2357
CONTACT NAME: Gayle Newton
PHONE #: 888-637-7661
E-MAIL: gnewton@petroleumtraders.com
DATE: 5/20/2020

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/](https://www.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. Harborcreek, 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

May 19, 2020

RACK AVERAGE prices for May 21, 2020

Unleaded Regular (E10) Grade 87 \$ 1.0350 Per/Gal.

Unleaded Premium (E10) Conventional 90 \$ 1.4250 per/gal

Please provide printed OPIS reports highlighting RACK AVG pricing

Please 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:

You can contact our Bids Department at 888-637-7661 from 7:00am-6:00pm Mon- Friday

For after hours and weekends please contact our 24/7 hour Dispatch at 800-348-3705 x1

**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 \$ 1.0250 Per/Gal. for May 21, 2020

Ultra-Low Sulfur – Regular Grade B2 \$ 1.0325 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:

You can contact our Bids Department at 888-637-7661 from 7:00am-6:00pm Mon- Friday

For after hours and weekends please contact our 24/7 hour Dispatch at 800-348-3705 x1

**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:

Participant	Tank size in gallons	Delivery Location	Differential Amount:
City of Erie	9700	1926 Holland St. Erie, PA 16501	+.0419
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	No Bid
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	No Bid
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	No Bid
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	No Bid
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	+.0415
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	No Bid
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	+.0601
North East Township	500	10300 W. Main Rd. North East, PA 16428	No Bid
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	No Bid
Premium Conventional 90			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	No Bid

(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:

<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	+.0419
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	No Bid
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	No Bid
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	No Bid
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	No Bid
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	+.0415
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	No Bid
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	+.0601
North East Township	500	10300 W. Main Rd. North East, PA 16428	No Bid
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	No Bid
<u>Premium Conventional 90</u>			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	No Bid

(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:

Participant	Tank size in gallons	Delivery Location	Differential Amount:
City of Erie	9700	1926 Holland St. Erie, PA 16501	+.0469
City of Erie	500	1351 Troupe Rd. Harborcreek, PA 16421	No Bid
Franklin Township	1000	10411 Rt. 98 Edinboro, Pa 16412	No Bid
Girard Borough	500	302 Mechanic St. Girard, Pa 16417	No Bid
Greenfield VFD	500	10160 Station Rd. North East, PA 16428	No Bid
Harborcreek Township	10,000	5601 Buffalo Rd. Harborcreek, 16421	+.0465
Lake City Borough	500	1150 Maple Ave Lake City, Pa 16423	No Bid
Millcreek Township	2 tanks -6,000 gal	3608 West 26th St. Erie, Pa 16506	+.0651
North East Township	500	10300 W. Main Rd. North East, PA 16428	No Bid
Summit Township	1,000	8900 Old French Rd. Erie, PA 16509	No Bid
Premium Conventional 90:			
Franklin Twp	1000	10411 Rt 98 Edinboro, PA 16412	No Bid

(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	No Bid
City of Erie	600	98 Port Access Rd. Erie, PA 16507	No Bid
Lake City	100	1150 Maple Ave Lake City, PA 16423	No Bid
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	No Bid
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	No Bid

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer:	No Bid
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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:

Participant	Tank size in gal.	Delivery Location	Differential Amount:
City of Erie	500	1351 Troupe Rd. Harborcreek, Pa 16421	No Bid
City of Erie	600	98 Port Access Rd. Erie, PA 16507	No Bid
Lake City	100	1150 Maple Ave Lake City, PA 16423	No Bid
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	No Bid
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	No Bid

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer:	No Bid
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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:

Participant	Tank size in gal.	Delivery Location	Differential Amount:
City of Erie	500	1351 Troupe Rd. Harborcreek, Pa 16421	No Bid
City of Erie	600	98 Port Access Rd. Erie, PA 16507	No Bid
Lake City	100	1150 Maple Ave Lake City, PA 16423	No Bid
Millcreek Township	500	Millfair Recycling 2301 Millfair Rd. Erie, PA 16505	No Bid
Millcreek Township	500	Golf and Learning Ctr 3100 W. 17 th St Erie, PA 16505	No Bid

Ultra-Low Sulfur B5

Amity Township	1,000	15030 Casler Rd. Union City, 16438	Summer:	No Bid
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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

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
<u>Amity Township</u>	<u>1,000</u>		<u>No Bid</u>
<u>City of Erie</u>	<u>9,300</u>	<u>+.0459</u>	<u>+.0659</u>
<u>Borough of Edinboro</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Edinboro VFD</u>	<u>2,500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Franklin Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>AF Dobler Hose Co.</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard School Dist</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greene Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield VFD</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Harborcreek Township</u>	<u>10,000</u>	<u>+.0455</u>	<u>+.0655</u>
<u>Lake City Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>+.0450</u>	<u>+.0650</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>No Bid</u>	<u>No Bid</u>
<u>North East Twp</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Summit Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Venango Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Erie Metropolitan Transit Auth.</u>	<u>2 @ 10,000</u>	<u>+.0459</u>	<u>+.0659</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

		<u>Differential Amounts:</u>	
<u>Participant</u>	<u>Tank size in gal.</u>	<u>Summer</u>	<u>Winter</u>
<u>Amity Township</u>	<u>1,000</u>		<u>No Bid</u>
<u>City of Erie</u>	<u>9,300</u>	<u>+.0459</u>	<u>+.0659</u>
<u>Borough of Edinboro</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Edinboro VFD</u>	<u>2,500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Franklin Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>AF Dobler Hose Co.</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard School Dist</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greene Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield VFD</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Harborcreek Township</u>	<u>10,000</u>	<u>+.0455</u>	<u>+.0655</u>
<u>Lake City Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>+.0450</u>	<u>+.0650</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>No Bid</u>	<u>No Bid</u>
<u>North East Twp</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Summit Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Venango Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Erie Metropolitan Transit Auth. 2 @ 10,000</u>		<u>+.0459</u>	<u>+.0659</u>

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

**FORM OF PROPOSAL
DIESEL FUEL**

July 1, 2022– June 30, 2023

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Ultra-Low Sulfur B2 Diesel

Participant	Tank size in gal.	<u>Differential Amounts:</u>	
		Summer	Winter
<u>Amity Township</u>	<u>1,000</u>		<u>No Bid</u>
<u>City of Erie</u>	<u>9,300</u>	<u>+.0509</u>	<u>+.0709</u>
<u>Borough of Edinboro</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Edinboro VFD</u>	<u>2,500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Franklin Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>AF Dobler Hose Co.</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Girard School Dist</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greene Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield Township</u>	<u>1,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Greenfield VFD</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Harborcreek Township</u>	<u>10,000</u>	<u>+.0505</u>	<u>+.0705</u>
<u>Lake City Borough</u>	<u>500</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Millcreek Township</u>	<u>2 @ 6,000</u>	<u>+.0500</u>	<u>+.0700</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>No Bid</u>	<u>No Bid</u>
<u>North East Twp</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Summit Township</u>	<u>3,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Venango Township</u>	<u>2,000</u>	<u>No Bid</u>	<u>No Bid</u>
<u>Erie Metropolitan Transit Auth.</u>	<u>2 @ 10,000</u>	<u>+.0509</u>	<u>+.0709</u>

FORM OF PROPOSAL

GASOLINE AND DIESEL FUEL

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.

[illegible]

**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.

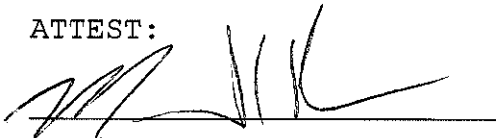
Company Petroleum Traders Corporation

Address 7120 Pointe Inverness Way

Fort Wayne, IN 46801-2357

Phone 888-637-7661

ATTEST:



Michelle Beard, Notary Public

(Title) My confirmation expires:
6/10/2026

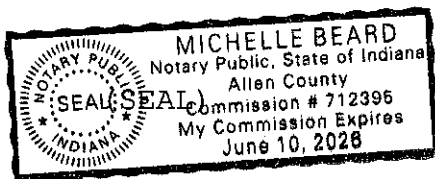
E-Mail gnewton@petroleumtraders.com

Signed 

Name Linda Stephens
(Type or Print)

Title Vice President

Date 5/20/2020



Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.3.1

CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB) FOR BLENDING WITH 10% DENATURED FUEL ETHANOL (92% PURITY) AS DEFINED IN ASTM D4806

Cancels Previous Issues of A grades

This CBOB may not be combined with any other CBOB except CBOB having the same requirement for oxygenate type and amount.

All parameters must be met after blending with denatured fuel ethanol unless noted.

ALL A GRADE REQUIREMENTS (SEGREGATED AND FUNGIBLE)

Product Property		ASTM Test	Test Results		Note
		Method	Minimum	Maximum	
Octane	RON	D2699	Report		
	MON	D2700	82.0		
	(R+M)/2		87.0		
Oxygen Content, weight %		D5599		0.1	1,2,6
RVP (psi)		D5191			3
Grades					
A1,1A				8.8	
A2,2A				10.0	
A3,3A				12.5	
A4,4A				14.5	
A5,5A				15.5	

A1,1A, the RVP of this blendstock/gasoline for oxygenate blending does not exceed 7.8 psi

A2,2A, the RVP of this blendstock/gasoline for oxygenate blending does not exceed 9.0 psi

Gasoline designed for gasoline-ethanol blends in accordance with 40 CFR 80.27(d)(2)

Suitable for the special RVP provisions for ethanol blends that contain 9 and 10 vol % ethanol.

The use of this gasoline to manufacture a gasoline-ethanol blend containing anything other than between 9 and 10 volume percent ethanol may cause a summertime RVP violation.

Heavy Metals are not allowed to be present.

Additive requirements/restrictions - refer to section 3.2.

This is a base gasoline, not for sale to the ultimate consumer.

Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted for shipment.

Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment.

The referee method will be based on a gas chromatograph test.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

Colonial Pipeline Company

3.3.2

PRODUCT SPECIFICATIONS CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB) FOR BLENDING WITH 10% DENATURED FUEL ETHANOL (92% PURITY) AS DEFINED IN ASTM D4806

Cancels Previous Issues of A grades
FUNGIBLE ONLY REQUIREMENTS:

Product Property			ASTM Test	Test Results		Note	
			Method	Minimum	Maximum		
Benzene (vol%)			D3606		3.8		
Color					Undyed		
Corrosion (Cu) 3 hrs @122°F (50°C)			D130		1		
Corrosion (Ag) 3 hrs @122°F (50°C)			D7671		1		
Doctor test			D4952		Negative (sweet)	4	
or							
Mercaptan sulfur, wt.%			D3227		0.002		
Solvent Washed Gum mg/100 ml			D381		4		
Gravity °API at 60°F			D4052	Report		6	
Oxidation stability-minutes			D525	240		6	
Phosphorous, gms/gal			D3231		0.004		
Sulfur (ppmw)			D2622		80	7	
			or equivalent				
Nace Corrosion			TM0172	B+ (Origin)		6	
Volatility:							
Driveability Index			D4814		See Chart		
Distillation, °C (°F) @ %Evap.			D86				
Vapor/Liquid Ratio (V/L), °C (°F) @ 20						5	
			D5188 (See Note 6)				
	Driveability	10 vol%	50 vol%		90 vol%	End Pt.	V/L
Grades	Index	Max	Min	Max	Max	Max	Min
A1,A2	1250	70(158)	66(150)	121(250)	190(374)	221(430)	50 (122)
A3	1230	60(140)	66(150)	116(240)	185(365)	221(430)	47(116)
A4	1220	55(131)	66(150)	113(235)	185(365)	221(430)	42(107)
A5	1200	50(122)	66(150)	110(230)	185(365)	221(430)	39(102)

1. All A grades may not contain oxygenates, such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited.
2. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods, ASTM D1319 and ASTM D 4815, may be used according to federal and state regulations.
3. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.
4. Mercaptan Sulfur waived if fuel is negative by Doctor test.
5. Computer and Linear methods may be used to determine V/L value.
6. Specifications must be met before blending of denatured fuel ethanol.
7. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.
8. Colonial will accept test methods results that are listed in ASTM D4814 for all tests. Test methods listed in the table above are considered referee methods by Colonial Pipeline. Referee methods apply for any dispute.
9. Use of these grades is controlled by the RVP calendar.

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.23.1 SPECIFICATIONS FOR FUNGIBLE 15 ppm SULFUR DIESEL FUEL GRADE 62
 EPA Designation: MVNRLM, Motor vehicle diesel fuel, 15 ppm sulfur
 Cancels Previous Issues of Grade 62

PRODUCT PROPERTY	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
Gravity API	D4052	30		
Flash Point, °F				
Pensky-Martin	D93	130		
Physical Distillation, °C(°F)	D86			4
50%			Report	
90%		282(540)	338(640)	
End Point			366(690)	
or Simulated Distillation, °C(°F)	D2887			4
50% recovered			Report	
90% recovered		300(572)	356(673)	
End Point			421(790)	
Color ASTM	D6045		2.5	
Color Visual		Undyed		
Viscosity, cSt @ 40°C (104°F)	D445	1.9	4.1	
Pour Point	D97			2
Cloud Point	D2500			2
Corrosion, 3 hrs. @ 50°C (122°F)	D130		1	
Total Sulfur, ppmwt	D5453		11	3
			14	Origin Delivery
Cetane Number	D613	40		
Aromatics (Volume %)	D1319		31.7	
or Aromatics by Cetane Index	D976	40		
Ash, wt. %	D482		0.01	
Carbon Residue: Ramsbottom				
on 10% Bottom	D524		0.35	
BS&W, vol. %	D2709			
	or equivalent		< 0.05	
Thermal stability, 90 minutes				
150°C Pad rating,				
DuPont scale			7	
OR				
Thermal stability	D6468			
Y/Green		73%		
W Unit		65%		
OR				
Oxidation stability, mg/100 ml	D2274		2.5	
Haze rating @ 25°C (77°F)	D4176			
	Procedure 2		2	
Nace Corrosion	TM0172	B+ (Origin)		
Electrical				
Conductivity, pS/m @ 21°C(70°F)	D2624		250	

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.23.2

SPECIFICATIONS FOR FUNGIBLE 15 ppm SULFUR DIESEL FUEL GRADE 62

Cancels Previous Issues of Grade 62

NOTES:

1. Additive requirements/restrictions - refer to section 3.2.

2. This schedule denotes the fluidity of the distillate at the time and place of origin.

Pour Point – August 1st through March 14th

Maximum: -18°C (0°F).

Pour Point – March 15th through July 31st

Maximum: -12°C (+10°F)

Cloud Point – August 1st through March 14th

Maximum: -9°C (+15°F)

Cloud Point – March 15th through July 31st

Maximum: -7°C (+20°F)

3. Origin laboratory certifying sulfur content must qualify the test method used per EPA Performance based testing criteria (see CFR 80.584).

4. Either physical or simulated distillation can be used.

5. Deliveries of 62 grade will not be allowed at delivery locations that are serviced through Colonial's breakout tank farms south of Greensboro which include Pelham, Atlanta, Athens, Belton, Spartanburg, and Charlotte. At these non-allowed locations, shippers must request a product re-grade to 61 or 63 grade.

6. Colonial will accept test methods results that are listed in ASTM D975 for all tests. Test methods listed in the table above are considered referee methods by Colonial Pipeline. Referee methods apply for any dispute.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

Colonial Pipeline Company

Product Specifications
SPECIFICATIONS FOR FUNGIBLE B100 BIO-DIESEL Grade 49

3.12.1

EPA Designation: MVNRLM 15 PPM Sulfur

Cancels Previous Issues of Grade 49

PRODUCT PROPERTY	Test Method	Test Results		Note
		Minimum	Maximum	
API Gravity	D1298	26	33	
Specific Gravity (g/ml)	D4052	0.8600	0.9000	
Flash Point, °C (°F)				
Pensky-Martin	D93	93 (199.4)		
Distillation Temp °C @ 90% Rec. 90%	D1160		360	
Color Visual		Undyed		
Appearance (HAZE)	D4176		2	1
Total Particulate (ppm)	EN12662		24	
Water By Karl Fischer (ppm)	D6304		300	
Viscosity, cSt @ 40°C (104°F)	D445	1.9	6.0	
Cloud Point °C (°F)	D2500			2
Summer			10 (50)	
Winter			2 (35.6)	
Corrosion, 3 hrs. @ 50°C (122°F)	D130	1B		
Total Sulfur, ppmwt	D5453		11	
Cetane Number	D613	47		
Sulfated Ash, wt. %	D874		0.02	
Oxidation stability, (hours)	EN14112			
With out Additive		6		
Methanol Content				
Methanol by Flash Point °C (°F)	D93	130 (266)		
Or				
Methanol (mass %)	EN14110		0.2	
Carbon Residue: (% by mass)	D4530		0.050	
BS&W, vol. %	D2709		0.050	
Group I Sodium & Potassium Combined (ppm)	EN14538		5	
Group II Calcium & Magnesium Combined (ppm)	EN14538		5	
Phosphorous (ppm)	D4951		10	
Nace Corrosion	TM0172	B+		

Colonial Pipeline Company

Product Specifications SPECIFICATIONS FOR FUNGIBLE B100 BIO-DIESEL Grade 49

3.12.2

EPA Designation: MVNRLM 15 PPM Sulfur

Cancels Previous Issues of Grade 49

PRODUCT PROPERTY	Test Method	Test Results		Note
		Minimum	Maximum	
Acid Number (mg KOH/g)	D664		0.50	
Cold Soak Filterability (seconds)	D7501			
	Procedure B		200	4
Free Glycerin (mass%)	D6584		0.020	
Total Glycerin (mass%)	D6584		0.160	
Monoglycerides (mass%)	D6584		0.40	
Antioxidants (ppm)				3

NOTES:

1. Visually free of undissolved water, sediment and suspended water
2. This schedule denotes the fluidity of the distillate at the time and place of origin.

Cloud Point – October 1st through April 30th
 Cloud Point – May 1st through September 31st
3. Antioxidants must be reported with name and concentration
4. Cold Soak Filterability Summer time 360 seconds
5. Supplier must be BQ 9000 accredited
6. This grade is not available for shipping; it is intended for blending purposes only.

Maximum: 2°C (35.6°F)

Maximum: 10°C (50°F)



TECHNICAL DATA

102 Barton Street, St. Louis, Missouri 63104

In-State (314) 865-4100/Out of State 800-325-9962/Fax (314) 865-4107 <http://www.schaefferoil.com>

#137ULSW DIESEL TREAT 2000 ULTRA LOW SULFUR WINTER PREMIUM

Application

Diesel Treat 2000 Ultra Low Sulfur Winter Premium is a multifunctional ultra low sulfur compliant diesel fuel additive that is specifically formulated to provide Ultra Low Sulfur Diesel Fuel maximum cold temperature protection against fuel gelling, waxing, and fuel line freeze-up, in addition to providing improved fuel efficiency, increased power, increased fuel lubricity, improved injector cleanliness and improved fuel stability.

Diesel Treat 2000 Ultra Low Sulfur Winter Premium can also be used in all types of diesel fuel including low sulfur diesel fuel and biodiesel blends.

Features and Benefits

Diesel Treat 2000 Ultra Low Sulfur Winter Premium contains a highly concentrated multi-functional additive package, which allows the product to provide the following performance benefits when used at the recommended treatment ratio.

1. Improvement of the fuel's cetane rating up to two points.
2. Easier cold weather starting.
3. Reduced misfiring at lower air inlet temperatures.
4. Faster warm-up.
5. Cummins L-10 Injector Depositing Test and Cummins N-14 Injector Corrosion Test Performance.
6. Detergency to provide cleanliness throughout the entire fuel system.
7. Clean up and keep clean performance for the entire fuel system.
8. Dispersion of insoluble gums and varnish present in low quality fuels.
9. Excellent deposit control for light duty and medium duty in direct injected diesel engines.
10. Improved combustion of the fuel by completely vaporizing the fuel into smaller particles, thus providing better fuel economy and preventing a significant loss in engine power.
11. Improved fuel economy up to 3%.
12. Modification of existing injector deposits, allowing for their removal and safe passage into the combustion chamber where they can be burned.

Continued on Next Page

TD-137ULSW (10/2009)

13. Reduced emissions exhaust smoke and particulates.
14. A reduction in black smoke.
15. Excellent anti-wear protection for injectors and fuel pumps, especially for those engines burning low sulfur diesel fuel and ultra low sulfur diesel fuel.
16. Supplemental ring and valve-train anti-wear protection.
17. Lubrication of the upper cylinders, fuel pumps and injectors.
18. Increased thermal stability to the diesel fuel in order to provide the ability to resist thermal degradation.
19. Inhibition of oxidation during storage.
20. Extended storage stability.
21. Rust and corrosion protection to the entire fuel system.

Coupled with this multifunctional additive package is a non-alcohol jet fuel deicer/water dispersant. This non-alcohol jet fuel deicer/water dispersant eliminates the problems associated with entrained and/or dissolved water present in the fuel by dispersing the water into tiny droplets. These tiny droplets are suspended in the fuel so they can be carried with the fuel in controlled amounts through the fuel filters, fuel lines, and into the combustion chamber to be burned with the fuel. By having any remaining water dispersed and suspended in the fuel, Diesel Treat Ultra Low Sulfur Winter eliminates the formation of ice crystals that can block fuel lines and plug fuel filters and prevents the formation of stable fuel-water emulsions.

Improved Low Temperature Operability

Changes in the refining process of middle distillates to make Ultra Low Sulfur Diesel Fuel have resulted in chemical changes that can significantly impact the low temperature operability of the Ultra Low Sulfur Diesel Fuel. These chemical changes have resulted in an increase in the amount of total wax (n-paraffins) and wax-to-wax ratios present in the fuel. This results in the wax particles in Ultra Low Sulfur Diesel Fuel being more concentrated and harder to disperse. As the temperature of the Ultra Low Sulfur Diesel Fuel drops, these increased amounts of wax molecules can begin to rapidly precipitate out of the fuel and form either large flat crystals or irregular crystals that can quickly plug fuel lines and filters.

Diesel Treat 2000 Ultra Low Sulfur Winter Premium contains a proprietary wax crystal modifier, cold flow improver; heavy wax modifier polymeric type additive system that when added to the diesel fuel before the fuel has reached its cloud point helps to prevent the formation of wax crystals. The proprietary polymeric additive system modifies the individual wax crystals by encapsulating and dispersing them as they are formed. This not only drastically reduces the size of the wax crystals, but also prevents the growth of larger wax crystals and their adhesion to each other. This in turn allows the wax crystals to flow through the fuel filters and lines and into the combustion chamber with the fuel.

By the addition of Ultra Low Sulfur Diesel Premium Winter, the gelling point and low temperature operability of the fuel can be significantly improved. **This improvement in low temperature operability is dependent upon the refining method or process used to make the Ultra Low Sulfur Diesel Fuel and the response of the Ultra Low Sulfur Diesel Fuel to the additive.**

Prevention of Settling of Wax Crystals at Low Temperatures

Diesel fuel tends to exhibit reduced flow at reduced temperatures due in part to formation of solids in the fuel. The solids, which are wax crystals, have a slightly higher density than the diesel fuel at a given temperature, and as a result there is a tendency for the wax to settle to the bottom of the storage container. The reduced flow of the diesel fuel affects the transport and use of the diesel fuel not only during storage but also in an internal combustion engine. If the diesel fuel is cooled to below a temperature at which solid formation begins to occur in the fuel, generally known as the cloud point (ASTM D 2500) or wax appearance point (ASTM D 3117), solids forming in the fuel in time will essentially prevent the flow of the fuel, plugging piping during transport of the fuel, and in inlet lines supplying an engine. Under low temperature conditions during consumption of the diesel fuel, as in a diesel engine, wax precipitation and gelation can cause the engine fuel filter to plug. Wax formation and settling can occur in the fuel tank after an extended period of non-use, such as overnight, and increase the chances of engine failure because of non-uniform wax enrichment. The same problem of wax settling can occur on a larger scale in fuel storage tanks. Under conditions where the fuel still flows after solids have formed in the fuel, an effect known as channeling may occur. When the outlet valve on the container is opened, the initial fuel flow will be wax enriched. Then, a channel is created in the wax layer, allowing a quantity of liquid fuel depleted in wax to flow. The low-wax fuel will continue to flow if the container is not refilled or agitated. The final portion of fuel flowing from the container will then be highly wax enriched.

With the changes in the refining process of middle distillates to make Ultra Low Sulfur Diesel Fuel and the increase in the amounts of total wax (n-paraffins) and wax-to-wax ratios present in the fuel these components will begin to precipitate out rapidly as the temperature of the diesel fuel is lowered. These wax crystals which separate from the diesel fuel initially appear as individual crystals and more crystals form in the fuel, they tend begin to agglomerate and eventually reach a particle size which is too great to remain suspended in the fuel. The wax crystals forming in a fuel normally have a slightly higher density than the liquid fuel portion resulting in these wax crystals to settle to the bottom of the vehicle fuel tanks and the fuel storage tanks.

Diesel Treat Ultra Low Sulfur Premium Winter contains a proprietary wax anti-settling agent (WASA) that is designed to prevent the paraffins and other waxy components which can plug and clog filters and other fuel system components from dropping out of the fuel and settling out over extended periods of time.

This helps increase the diesel fuel's cold weather operability and reduces downtime and maintenance costs.

Increased Lubricity Protection with Synshield™

Today's diesel powered vehicles feature low emission engines that are more susceptible than ever to diesel fuel related wear. Diesel engine designs are employing the use of higher fuel injection pressures, hotter fuel return temperatures, higher operating temperatures and complex engine geometry to control emissions. All of these factors result in increased fuel system wear and can shorten engine life.

With the mandate by the United States EPA to reduce the sulfur content of diesel fuels to control emissions, this has resulted in the elimination of certain naturally occurring polar compounds that aid in protection of the fuel system from wear by forming a protective layer on the metal surfaces of the fuel injection system. The increased use of the hydrotreating and hydrocracking refining processes to reduce the sulfur content of the diesel fuel in order to meet the mandated **Ultra Low Sulfur Diesel Fuel specification of 15 ppm** causes these naturally occurring polar compounds to become either chemically altered or completely removed, thus resulting in increased engine and fuel system wear.

To protect today's diesel engines from fuel system related wear Schaeffer Mfg. Company has further blended into the Diesel Treat 2000 Ultra Low Sulfur Premium Winter a proprietary lubricity additive called Synshield™. Synshield™ is one of the few lubricity additives that not only surpasses industry standards for diesel fuel lubricity but also exceeds the EPA's new standard by being the only lubricity additive that does not contain sulfur or sulfur containing compounds. Synshield™ prevents fuel system wear and injector scoring by forming a protective layer on the metal surfaces of the fuel system and injectors that provide boundary lubrication between metallic parts in critical fuel system components. This protective boundary lubrication film not only reduces friction and wear between the fuel system surfaces that are in relative motion but also increases fuel system component life, thus leading to less downtime and increased longer equipment life.

BULK TREATMENT RATIO:

One gallon of Diesel Treat 2000 Ultra Low Sulfur Winter Premium to 1,000 gallons of diesel fuel.

For hard to treat or unresponsive Ultra Low Sulfur Diesel Fuels use one gallon of Diesel Treat 2000 Ultra Low Sulfur Winter Premium to 750 gallons of diesel fuel.

STORAGE REQUIREMENTS:

It is recommended that this product be stored 15 degrees above its pour point.

Diesel Treat 2000 Ultra Low Sulfur Winter Premium is registered for use and meets the US EPA requirements for blending into low sulfur and ultra low sulfur diesel fuels. When used at the recommended treatment ratio, Diesel Treat 2000 Ultra Low Sulfur Premium Winter will not have any measurable effect on the cetane index or aromatic and sulfur content of the diesel fuel.

THIS DIESEL FUEL ADDITIVE CONTAINS LESS THAN 15PPM OF SULFUR AND COMPLIES WITH THE FEDERAL LOW SULFUR CONTENT REQUIREMENTS FOR USE IN DIESEL MOTOR VEHICLES AND NON-ROAD ENGINES.

THIS DIESEL FUEL ADDITIVE IS COMPATIBLE AND APPROVED FOR USE WITH DIESEL FUELS THAT MEET ASTM D975 AND BIODIESEL THAT MEETS ASTM D6751 AND BIODIESEL THAT MEETS EN 14214.

TYPICAL PROPERTIES

Specific Gravity	0.8915-0.9236
Flash Point °F/°C PMCC (ASTM D-93)	84°-120°/29°-49°
Pour Point °F/°C (ASTM D-97)	-30°/-34.4°
Ash Content %wt. (ASTM D-482)	0
Copper Strip Corrosion Test (ASTM D-130)	1a
Sulfur Content ASTM D-7039	<15 ppm

Packaging: #137ULSW Diesel Treat 2000 Ultra Low Sulfur Winter Premium is available in 275-gallon totes, 55 gallon drums, 30 gallon drums, 5 gallon pails, 2 X 2 _ gallon containers 4X1 gallon cases and 24 pints per case.

Warren, PA OPIS CONTRACT BENCHMARK Daily 05/19/2020
 OPIS Gross CBOB Ethanol 10% RVP 9 Prices

	Terms	Unl	Mid	Pre
Amer.Ref. u	1-10	1.0450	-- --	-- --
United Re u	1-9	1.0250	-- --	1.4250
Contract Low		1.0250	-- --	1.4250
Contract High		1.0450	-- --	1.4250
Contract Average		1.0350	-- --	1.4250
Cont Unbranded Low		1.0250	-- --	1.4250
Cont Unbranded High		1.0450	-- --	1.4250
Cont Unbranded Avg		1.0350	-- --	1.4250

Warren, PA OPIS CONTRACT BENCHMARK Daily 05/19/2020
 OPIS Gross No. 2 Red-Dyed Distillate Prices

	Terms	LS	ULS
Amer.Ref. u	1-10	-- --	1.0100
United Re u	1-9	-- --	1.0400
Contract Low		-- --	1.0100
Contract High		-- --	1.0400
Contract Average		-- --	1.0250
Cont Unbranded Low		-- --	1.0100
Cont Unbranded High		-- --	1.0400
Cont Unbranded Avg		-- --	1.0250

Warren, PA OPIS CONTRACT BENCHMARK Daily 05/19/2020
 OPIS Gross B2 SME Prices

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD
Amer.Ref. u	1-10	1.0200	-- --	-- --	-- --
United Re u	1-9	1.0450	1.0750	1.0500	1.0800
Contract Low		1.0200	1.0750	1.0500	1.0800
Contract High		1.0450	1.0750	1.0500	1.0800
Contract Average		1.0325	1.0750	1.0500	1.0800
Cont Unbranded Low		1.0200	1.0750	1.0500	1.0800
Cont Unbranded High		1.0450	1.0750	1.0500	1.0800
Cont Unbranded Avg		1.0325	1.0750	1.0500	1.0800

Warren, PA OPIS CONTRACT BENCHMARK Daily 05/19/2020
 OPIS Gross B5 SME Prices

	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD
United Re u	1-9	1.0350	1.0650	1.0400	1.0700
Contract Low		1.0350	1.0650	1.0400	1.0700
Contract High		1.0350	1.0650	1.0400	1.0700
Contract Average		1.0350	1.0650	1.0400	1.0700
Cont Unbranded Low		1.0350	1.0650	1.0400	1.0700
Cont Unbranded High		1.0350	1.0650	1.0400	1.0700
Cont Unbranded Avg		1.0350	1.0650	1.0400	1.0700

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ \$50,000

PROJECT:

(Name, location or address, and Project number, if any)

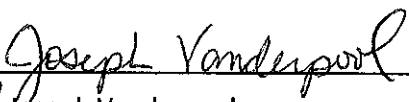
Supply and Delivery of an approx. 328,336 gallons of gasoline and 605,000 gallons of diesel fuel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

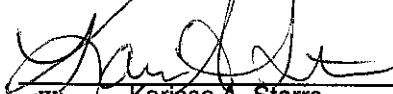
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20 day of May, 2020


(Witness) Joseph Vanderpool,

Assistant Contract Sales Manager

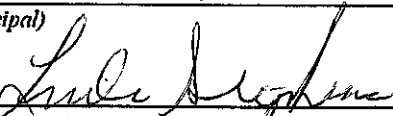

(Witness) Karissa A. Storrs

Petroleum Traders Corporation

(Principal)

(Seal)

By:


(Title) Linda Stephens, Vice President

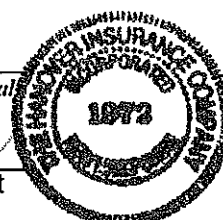
The Hanover Insurance Company

(Surety)

(Seal)

By:


(Title) Deborah L. Burton Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **Deborah L. Burton**

Of: Louisville, KY

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond

Principal: Petroleum Traders Corporation

Obligee: As Per Bid Bond Form

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Bryan J. Salvatore, Executive Vice President

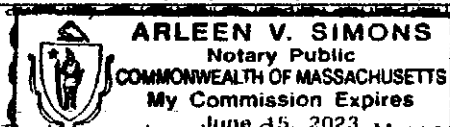
THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


James H. Kawiecki, Vice President

On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20 day of May, 2020

CERTIFIED COPY

141-0857SP (08/2018)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Carrick A. Bligh, Vice President