

AGREEMENT made this 30th day of May 2023 for a portion of the FRCOG FUEL BID – HEATING OIL between MIRABITO HOLDINGS INC dba MIRABITO ENERGY PRODUCTS, THE METROCENTER, 49 COURT ST., PO BOX 5300, BINGHAMTON, NY 13902 PH 607-352-2800 hereinafter called the SELLER, and the Participants who are certain municipalities and non-profit organizations within the Commonwealth of Massachusetts hereinafter called the PARTICIPANT(S).

The SELLER agrees to sell and the PARTICIPANTS agree to buy FUEL PRODUCTS particularly described as follows:

As further described in Attachments A (Invitation for Bids/Specifications), Attachment B (Bidder's Submission), and Attachment C (Award document with Participant's Contact Information)

1. The PARTICIPANTS agree to pay the SELLER for FUEL PRODUCTS in the following manner:

See Attachments A, B and C . All scheduling, acceptance of products and invoicing shall be done directly between the SELLER and the PARTICIPANTS.

2. The SELLER agrees to deliver said FUEL PRODUCTS: See Attachments A and B

3. Title to said PRODUCTS shall not pass to the PARTICIPANT until delivered and/or performed and accepted by the PARTICIPANT, and the risk of loss shall be that of the SELLER until delivered and/or accepted by the PARTICIPANT.

4. The contract period shall be from **July 1, 2023 to June 30, 2024.**

5. The following contract terms apply:

Modification, Waiver of Change No modifications, waiver or change shall be made in the terms and conditions of this Agreement except as mutually agreed and executed in a written amendment by the Seller and Participant.

Successors and Assigns This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

Violation of Law The SELLER shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified. .

Nondiscrimination The SELLER shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

Governing Law This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Venue and Jurisdiction Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.

Termination Any party may terminate this Agreement by giving thirty (30) days notice to the other parties, but only for breach of contract.

Severability In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

Insurance The SELLER shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Participants and, before commencement of work hereunder, the SELLER agrees to furnish the Participants (via the Franklin Regional Council of Governments) with certificates of insurance or other evidence satisfactory to the Participants to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the SELLER shall carry the following types of insurance in at least the limits specified below:

| COVERAGES | LIMITS OF LIABILITY |
|---------------------------|---|
| Worker's Compensation | Statutory ** |
| Employer's Liability | \$500,000.00 |
| Automobile Liability | \$1,000,000.00 combined single limit for bodily injury and property |
| General Liability | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |
| Excess Umbrella Liability | \$1,000,000 |

The Participants each shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Licenses and Fees The SELLER shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

Compliance with the Law The SELLER shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the SELLER where there exists conflicting ordinances on the subject.

Availability of Funds The compensation provided by this Agreement is subject to the continued availability of Town/Agency funds and appropriations.

Access to Records SELLER will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Participant or its authorized representative (the Franklin Regional Council of Governments).

Rights and Remedies The Participant's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

Independent Contractor It is expressly acknowledged by the parties hereto that the SELLER is an independent contractor, and nothing in the Contract shall be construed or interpreted to create an employer/employee relationship, joint venture relationship, or landlord/tenant relationship. The SELLER shall not be entitled to any payment from the Participant in the nature of benefits under the Workers' Compensation Act for any accident, illness, or event occurring in or relating to the SELLER'S duties hereunder.

Enforceability

The Parties agree that any cause of action brought to enforce this Contract or for damages for breach hereof may be brought by either party or by the acknowledged third party beneficiaries to this Contract, namely the Towns who shall be purchasing the supplies or services which are the subject of this Contract.

Indemnity

- a. To the fullest extent permitted by law, the SELLER shall defend, indemnify, and save harmless the Participants and their respective duly elected or appointed officials, agents and employees (referred to collectively as "Participants") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the SELLER, any subcontractor of the SELLER, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the SELLER or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Participants, that otherwise may exist under statute or in law or equity.
- b. SELLER assumes full responsibility for relations with any subcontractors employed directly or indirectly by the SELLER and the SELLER shall defend, indemnify, and save harmless the Participants from all demands made against the Participants by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.
- c. The SELLER shall defend, indemnify, and hold harmless the Participants from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the SELLER for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the SELLER and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the SELLER or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the SELLER the SELLER shall pay the Participant all reasonable attorney fees, costs and other litigation expenses incurred by the Participant in enforcing their rights as a result of said breach in addition to any damages for said breach.


Force Majeure The Contractor shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

Entire Understanding This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

In witness whereof the parties hereto have subscribed their hands and seals on the date first above written.

SELLER

MIRABITO HOLDINGS, INC. dba MIRABITO ENERGY PRODUCTS.



Authorized Signatory

Dan Fitzgerald

Printed Name of Above

(518) 357-2582

Telephone Number

Dan.Fitzgerald@mirabito.com

Email Address

Name and Email Address of Account Representative:

Christine Thornton

Name

Chris.Thornton@mirabito.com

Email Address

Participant's Signatories Binding the Contract

| | |
|--|--------------------------------|
| | <i>TOWN OF BLANDFORD</i> |
| | <i>TOWN OF GRANVILLE</i> |
| | <i>TOWN OF MIDDLEFIELD</i> |
| | <i>TOWN OF NEW MARLBOROUGH</i> |
| <p>DocuSigned by: <i>Jonathan Sylbert</i> 558CAD8CF572420...</p> | <i>TOWN OF SANDISFIELD</i> |

ATTACHMENT A

**IFB 2023-2076
INVITATION FOR BIDS
HEATING OIL, DIESEL, GASOLINE
FY2024**

The Franklin Regional Council of Governments will accept sealed bids on behalf of Participants who are municipalities and non-profit entities in Western Massachusetts for the supply and delivery of Heating Oil, Diesel, and Gasoline for FY2024, July 1, 2023 through June 30, 2024.

Sealed bids, plainly marked "Heating Oil", "Diesel Bid", or "Gasoline Bid" in the lower left hand corner of the envelope will be received by the **Franklin Regional Council of Governments, 12 Olive Street, Suite 2, Greenfield, MA 01301**, until **Monday, MAY 22, 2023 AT 10AM**, at which time they will be publicly opened and read aloud in the first floor conference room. In person bid attendees should be prepared to wear a mask.

Specifications and instructions for all bids are available at <https://frcog.org/bids>. Addenda will only be supplied to those bidders who have downloaded the bid documents from this site. Vendors may bid on any portion of the bid (i.e. any or all fuels or towns/agencies). Multiple contracts will be awarded. Questions are welcome in writing via email to bids@frcog.org on or before May 10, 2023 at 4 pm.

The Participants, who are the Awarding Authorities, reserve the right to accept or reject any or all bids in total or in part as they may deem in the best public interest.

Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>.

FOR FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Andrea Woods, Chief Procurement Officer
April 17, 2023

The Franklin Regional Council of Governments (FRCOG) and the participating Towns do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive Street, Suite 2, Greenfield, MA 01301 phone 413-774-3167 fax 413-774-3169 www.frcog.org

Advertisement for Public Works Construction Services (MGL Ch 30B)

- GREENFIELD RECORDER April 17, 2023
- FRCOG Webpage April 17, 2023
- Goods and Services Bulletin April 17, 2023
- CommBUYS April 17, 2023

CRITICAL DATES

Written Questions Accepted until May 10, 2023 at 4 PM

Addenda Issued by May 16, 2023

| | |
|---|-----------------------------|
| Deadline for Bid Submissions | May 22, 2023 AT 10am |
| Lock In Email Sent for Participants Choosing Fixed Price | May 25, 2023 at 4pm |

Contract Executed by June 30, 2023



HEATING OIL, DIESEL, and GASOLINE

INSTRUCTIONS FOR BIDS and GENERAL CONTRACT TERMS

Bid Instructions:

1. All bids must be signed and submitted on the enclosed Bid Forms including acknowledgement of any Addenda (if necessary). Any restrictions, qualifications or deviations from the specifications must appear on the bid form or an attachment hereto. One original and one copy are required.
2. Bids for one or more types of fuel from a Vendor may be placed in the same sealed envelope. If the FRCOG offices are closed for any reason, the bids will be opened the following day at the same time.
3. Bidders are requested to bid two price choices for each entity, but **may bid on just the pricing structure they offer and just the towns/agencies they wish to service.**

Participants may choose a **Fixed Price** or a **Rack Price plus Mark-up**.

Rack Price plus Mark-Up shall be based on the wholesale price as published daily in CommBUYS, the Massachusetts statewide marketplace. To verify the Commodity Price, find the published daily index Boston Low wholesale price (OPIS), go to the ENEFY24 Daily Pricing Index MBPO record on COMMBUYS. The current link for FY23 is at:
<https://www.commbuys.com/bsa/external/purchaseorder/poSummary.sdo?docId=PO-23-1080-OSD03-SRC3-25789&releaseNbr=0&external=true&parentUrl=close>

FRCOG will be able to provide a link for FY24 as soon as it becomes available or the vendor may simply search for ENEFY24 Commbuys Daily Pricing Index.

4. The municipalities and non-profit agencies who are Participants in this bid are exempt from the payment of Federal Excise Taxes. However, they are responsible for any required Mass State Tax. Tax must be included in the bid price. If any additional state, federal or local taxes (for example, a so called “gas tax”) are imposed during the course of the contract, the contracts will be amended to add that direct cost – likewise if they are revoked for any reason. All applicable fees must also be included in the Bid Price.
5. Awards will be made to the lowest responsible and responsive bidder for each product for each individual entity as specified. Because such deliveries are rare, FRCOG will **not consider the discount for tanker deliveries (over 4,000)** into their award; however, the entity shall be afforded the company’s standard transport discount if a large drop is made, if available. **For Heating Oil** - If an entity desires **Burner Service**, they may award to the lowest price bidder offering Burner Service even if they are not the lowest overall price per gallon. The Participant is not required to use that company for their burner service during the contract period.
6. No award will be made to any bidder who cannot satisfy the FRCOG that he/she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to properly furnish and deliver the fuels within an acceptable period of time. The

awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

7. Contracts will list specific municipalities and agencies who will be held to those contracts once they are signed. BID BONDS and PERFORMANCE BONDS will not be required. However, a bidder that will not contract and perform at their bid price will not be considered a responsible bidder in upcoming years.

8. All questions relative to this IFB shall be directed to: Andrea Woods, CPO, FRCOG, telephone 413-774-3167 X 104 or email bids@frcog.org.

9. The Participants reserve the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel this bid prior to opening; to correct any award erroneously made as a result of a clerical error on the part of the Participants or the FRCOG.

10. All bids for FIXED PRICE CONTRACTS will be binding for a period of (3) three days after bid opening. Bids for MARK-UP PRICE CONTRACTS will be binding for a period of (14) days after bid opening. Past performance will be a factor in awarding this bid. References may be required of Vendors who have not held a FRCOG contract in the past.

11. The contract period is from July 1, 2023 to June 30, 2024.

Contract Terms – It is expected that a contract will be signed substantially in accord with the following terms and conditions. Participant is defined as the Town/Non-Profit Entity on the FRCOG collective contract.

1. FOR PARTICIPANTS CHOOSING A **FIXED PRICE**, 100% of the contracted gallons will be purchased per the following terms:

VERIFICATION of number of gallons remaining on contract will be determined as follows: By April 1 of the contract year, the Vendor will report to the Participant on contract any remaining fixed price gallons not delivered during the contract year. If there is discrepancy, the FRCOG will work with the PARTICIPANTS to verify balances. If there is a discrepancy between the Vendor's and Participant's records, the Vendor must provide documentation of deliveries at the fixed price. If the Vendor fails to provide sufficient documentation, the Participant's records will be considered accurate.

IN CASE OF "UNDER-USAGE": After positive verification of the number of unused gallons, see above, if there is no room in the Participant's tanks to deliver the remainder of the gallons by the end of the contract period, the Vendor must be willing to deposit those gallons in a legal storage tank of the Participant's choosing at the entity's own expense for storage, if applicable. If the Participant has no place to put the extra gallons, the Vendor must agree to store those gallons at a storage fee not to exceed \$.05 per gallon per month of storage commencing on July 1 of the next contract year. After 6 months of storage, the gallons must be paid for by the Participant. If delivery remains impossible, those gallons will be forfeited by the Participant at that time.

If the Vendor fails to provide the FRCOG with a record of the remaining fixed price gallons by June 15 of the contract year, the Participant may, at its sole discretion, either (1) take delivery of the remaining gallons at the fixed price without storage or other fees by November 30 of the following contract year or (2) be relieved of any responsibility for purchasing the surplus fuel.

IF A PARTICIPANT NEEDS MORE FUEL THAN CONTRACTED: If the Participant uses all their gallons before the end of the contract period and needs more, they may choose to end their participation in that contract year or switch to the Rack Price plus Mark-Up bid price from the same Vendor. Participants choosing the Mark-Up Price Contract may purchase more or less than their estimated amount, as needed. **Vendor should contact the Participant to decide if they will use a WILL CALL method or automatic deliveries after using all contracted gallons.**

2. **FOR PARTICIPANTS CHOOSING MARK-UP PRICES:** The awarded Vendor(s) will be required to supply copies of the Boston Low Tank Car Price with each invoice to verify all base price increases or decreases when award was based on the Rack Price Plus Mark-Up Price. **The copy of the pertinent OPIS Rack Report must be included with each invoice. THE COPY MAY BE REDACTED TO SHOW JUST THE DATE and PERTINENT PRICE to comply with copyright requirements or you may include the Daily Price from CommBUYS which is an open source.** Any invoice missing this will not be paid by the entity until the required documentation is received. This information is critical for Town Accountants to verify payment amounts. No penalties shall be imposed on Participants for late payments due to a missing base price verification. Missing verification more than twice is grounds for cancelling the contract.
3. The Vendor(s) will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
4. The Vendor(s) will be required to indemnify and hold harmless the Franklin Regional Council of Governments and all participating municipalities and agencies for all damages to life and property that may occur due to the Vendor's negligence or that of his/her employees, subvendors, etc., during the contract period.

Any inferior or damaged product will be replaced at the total expense of the Vendor.

5. If, in the judgment of the Procurement Officer, any property is needlessly damaged by an act or omission of the Vendor, the amount of damages will be deducted from money due the Vendor or may be recovered from said contract in legal action.
6. Invoicing will be done separately for each participant. Each delivery will generate a separate invoice. Each invoice shall include reference to the "Franklin Regional Council of Govt's Collective" contract, purchase order # if applicable, Vendor's name and order #, date of delivery, location delivered to, product delivered, quantity, price per unit, and the total price. The awarded bid price must be clearly stated on the invoice. A copy of the metered delivery slip and, if appropriate, copy of the OPIS /Commbuys Daily Price

for Boston Low (see #2 above) must be included with the invoice. Invoices will be billed per U.S. gallon to one tenth (.1) of a gallon. DELIVERY SLIP SHALL BE AN AUTOMATED TICKET FROM A PROPERLY CALIBRATED FUEL METER VERIFYING START AND END GALLONS. Failure to provide a metered delivery ticket may be grounds for contract cancellation.

7. Vendors may charge interest on past due accounts (over 60 days) only to the extent allowed by Massachusetts law unless non-payment is due to Vendor's errors such as omission of metered delivery tickets and OPIS verification.
8. The awarded Vendor(s) will be required to file Quarterly Reports of the total amount of money spent by each participating member under this contract. Each report shall be filed with the FRCOG Purchasing Dept. within twenty-one days following the end of each quarter. Quarterly reports are critical to the ability of FRCOG to audit and manage the collective contract.
9. The bidders are to thoroughly familiarize themselves with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained in said documents. The documents comprising the bid consist of: a.) Invitation For Bids, b.) Instructions, c.) Specifications, d.) Insurance Requirements, e.) Bid Form, and f.) Tax Compliance/ Non-Collusion Certification. These same documents will be incorporated into the contract documents.
10. The Participants may terminate the contract/price agreement with a Vendor WHO FAILS TO PERFORM under the terms of this agreement. Notice of termination from any Participant shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon receipt and will be exercised with no penalty to any participant.
11. If at any time, the Vendor is unable to furnish materials or services as ordered by the Participant, the Vendor shall be obligated to obtain delivery from another supplier and the Vendor will in turn invoice the Participant, at the price specified in such contract with the Participant, or, the Participant may order such materials or services from such places as available, and the Vendor shall pay to the Participant all expenses incurred above such contract price.
12. All prices must be delivered to the individual destinations as shown within this Bid.
13. Products must meet ASTM standards as noted in each Specification, attached. The Participant may take sample(s) for analysis either at the shipping point or at the delivery point, to verify the quality of the product being supplied. The Vendor will be notified of such testing and shall be entitled to have a representative present and to take their own samples. If tests show the product is substandard, the Vendor shall immediately remove the product at the expense of the Vendor and reimburse the Participant for the testing costs. Deliveries will be suspended until standards are met, and the Vendor must immediately supply compliant fuel from another source. No additional cost for the price

differential or removal costs or other damages or costs will be borne by the Participant. If the sample is found to be compliant, the Participant will pay for the testing costs.

14. The successful Vendor is not restricted on how to secure the fuel. Each bidder must be in the trade of supplying fuel products as a business.
15. Tax Exempt certificates will be provided by any Participant if required by the Vendor.
16. Deliveries shall be made to storage tanks in quantities as required at the various delivery points. Due care shall be taken by the Vendor to prevent damage to any property including avoiding any spillage in making deliveries and the replacing filler caps properly. As storage capacity at delivery points is limited to a portion of the yearly requirement, the Vendor shall be equipped and will be required to make prompt deliveries at all times during the contract period. All fuel delivered into storage tanks shall be measured by a meter which has been recently checked and sealed by an authorized Sealer of Measures. The delivery slip shall show a recording of the total fuel delivered into the tank; shall show the name and address of the Department where delivery is made, the date of delivery, type of fuel, and name of the Vendor.

VARIATIONS TO DELIVERY LOCATIONS MAY BE NECESSARY during the course of the contract period.

17. While performing work under this contract, the Vendor shall be responsible for completing clean-up of spills (pursuant to MGL c. 21E and other relevant state/federal regulations), which were caused by the Vendor at no cost to the Participant or the Franklin Regional Council of Governments. The Vendor shall notify all local, state, and federal authorities as required by law in the event of such a release. The Vendor will notify the facilities contact person immediately in the event of a spill, release, or threat of release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Vendor shall take appropriate response actions, and notify the contact person as soon as possible thereafter. In either case, the Vendor must provide a written summary to the contact person, and the FRCOG Procurement Officer, setting forth the response actions taken.
18. The successful bidder will be expected to execute a contract within seven (7) days of the award of the bid.
19. It is the policy of the Participants and the Franklin Regional Council of Governments to contract with organizations who agree not to engage in any discriminatory employment practices or in any discrimination in the provision of services based on race, color, religion, national origin, ancestry, age, sex, sexual preference, or disability. The Participating Municipalities, Agencies and FRCOG do not discriminate on the basis of disability with respect to the admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication are invited to make their needs known.

20. Because the FRCOG Collective Purchasing Program is a Fee-For-Service Program and charges Participants to participate in these and other bids and contracts, Vendors are not allowed to let other municipalities/agencies “piggyback” on this bid without permission from the FRCOG.

21. INSURANCE REQUIREMENTS

The Vendor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Council. Before commencement of work hereunder the Vendor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Vendor shall carry the following types of insurance in at least the minimum amounts specified below:

| COVERAGES | LIMITS OF LIABILITY |
|---------------------------|--|
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |
| Automobile Liability | \$1,000,000.00 combined single limit for bodily injury and property damage |
| General Liability | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |
| Excess Umbrella Liability | \$1,000,000.00 |

The Individual Participants shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

22. Each Participant will co-sign the contract for Fuel. The FRCOG will have no responsibility for payments or actions of the Participants nor for any legal action or other responsibilities under the contract agreement. A sample agreement is available to the bidder by email request to bids@frcog.org.

SPECIFICATIONS

HEATING OIL – Low Sulfur

1. All Heating Oil shall be free from grit, acid, fibrous material or other substances which might clog or injure the heater, pump, strainers, valves, burners or engines installed at the places where deliveries are to be made.
2. Heating Oil must comply with ASTM D-396 amended to comply with regulations of the Mass Department of Environment Protection and any other applicable Federal and/or Massachusetts regulations and laws.
3. All bids for the guaranteed Rack Price plus Mark-Up per gallon will be based upon the Boston Low Tank Price as posted by the OPIS and reposted on the open source Commbuys website.
4. ALL TAXES and FEES must be included in the total bid price per gallon. Awarded Vendors must set up a billing system where Participants are not charged taxes or fees in addition to their total awarded bid price. Repeated over-billing of Participants will be grounds for contract termination and/or not contracting the next year.
5. The awarded Vendor MUST contact the Participants WITHIN THE FIRST MONTH OF THE CONTRACT PERIOD to determine if they desire automatic deliveries or not. Contact information will be included in the Contract. Town/Entity personnel are not required to assist in the deliveries and Vendors are cautioned to notify their shippers that adequate assistance must be provided at point of delivery. Vendors are urged to verify delivery conditions prior to bidding on this contract. Towns/Entities will not be obligated to make delivery condition changes to accommodate a new Vendor.
6. The Vendor must specify the lead time needed (hours, days, etc.) for call-in deliveries, both for regular deliveries and for emergencies. EMERGENCY deliveries must be made no more than 24 hours from request.
7. This Bid shall be awarded to the lowest responsive and responsible qualified Vendor per Participant. EACH PARTICIPANT MAY CHOOSE THE LOWEST FIXED PRICE OR THE LOWEST RACK PRICE PLUS MARK-UP PRICE, AS SUITS THE NEEDS OF THEIR TOWN/ENTITY and may take into consideration past performance of a Vendor, the need for 24-hour burner service, and lead-time for call-in deliveries. Documentation of these considerations will be provided if a low bidder is not chosen.

Should there be two or more bids for this Contract that are identical and where each bidder is determined to be responsible and eligible in accordance with MGL Chapter 30b, the following procedure will be followed:

- a. The Contract will be awarded to that bidder with its office in Franklin County
- b. If there is no bidder with its office located within Franklin County or if there are

two or more bidders with offices located with Franklin County, the award of the Contract shall be determined by the toss of a coin, with two witnesses. The respective bidders will be notified and invited to come to the FRCOG office to observe the toss.

- c. If there are more than two bidders with identical bids, the coin toss method shall be used by selecting the first two bidders in alphabetical order and eliminating one with a coin toss. This process shall be continued until such time as there remains one bidder.

For outside tanks, Winter Blend fuel oil must be delivered between **November 1 and March 31**. The Winter Blend fuel must meet all requirements to insure proper performance during the winter months for the location where the fuel will be used. Fuel Vendors are expected to monitor the forecast for long periods of upcoming extremely low temperatures and adjust their blend to meet the need INCLUDING kerosene blend. If a town/entity has outside tanks, it is noted on the bid sheet. **IF WINTER BLEND IS NEEDED, THE VENDOR MUST PROVIDE THE TOWN, WITH EACH DELIVERY, ENOUGH WINTER BLEND ADDITIVE OR KEROSENE TO TREAT THE TANK TO PREVENT GELLING.**

ATTACHMENT B

BIDDER'S SUBMISSION

FRCOG COLLECTIVE BID for HEATING OIL FY 2024 FORM FOR BID ADDENDUM 2

| | | | | | | | All Prices Include TAXES and FEES | | | |
|---|-----------------------------------|--------|----------------------|------------------------------|----------------|-----------------|-----------------------------------|--|--|--|
| Bidders are not required to bid on all Entities | | | Burner Service REQ'D | Winter Blend may be required | FY2024 GALLONS | | | MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points | FIXED PRICE BID Bid price may be no more than THREE Decimal points | |
| Town/Entity | Delivery Address | Y or N | Y or N | TANK SIZE | Gallons to BID | TOTAL BY ENTITY | | BID PRICE PER GALLON | | |
| ASHFIELD | 895 Cape St. | Y | N | 250 gallons | 750 gallons | 750 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| ASHFIELD Congr Ch | Congregational Church, 429 Main | Y | N | 275x2 gallons | 1,500 gallons | 1,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| BLANDFORD | Town Hall, 1 Russell Stage Rd | Y | Y | 10,000 gallons | 7,000 gallons | 12,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Post Office, 102 Main St | Y | Y | 275 gallons | 1,400 gallons | | | | | |
| | Fire House, 93 Main St | Y | Y | 330 gallons | 1,500 gallons | | | | | |
| | Library, 87 Main St | Y | Y | 330 gallons | 500 gallons | | | | | |
| | Highway Garage, 114 Olds Stage Rd | Y | Y | 1,000 gallons | 2,100 gallons | | | | | |
| CHARLEMONT | Town Hall, 157 Main Street | Y | N | 500 gallons | 1,600 gallons | 1,600 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| CHESTERFIELD | Town Offices, 422 Main Road | Y | N | 500 gallons | 4,000 gallons | 8,100 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Library, 408 Main Road | Y | N | 275 gallons | 500 gallons | | | | | |
| | Senior Center, 400 Main Road | Y | N | 275 gallons | 1,500 gallons | | | | | |
| | Highway Garage, 184 Main Road | Y | N | 1,000 gallons | 1,500 gallons | | | | | |
| | Fire Station, 5 North Road | Y | Y | 1,000 gallons | 600 gallons | | | | | |
| CISA | 1 Sugarloaf St., So Deerfield, MA | Y | N | 330 gallons | 600 gallons | 600 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| COLRAIN | 55 Main Road | Y | N | 330 gallons | 600 gallons | 3,200 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | 12 Main Road | Y | N | 275 gallons | 600 gallons | | | | | |
| | 9 Jacksonville Road | Y | Y | 1,000 gallons | 2,000 gallons | | | | | |
| COMMUNITY ACTION | 733 Main St, Agawam | N | N | 2-330 gallons | 1,200 gallons | 21,800 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | 85 Washington Street, Greenfield | N | N | 275 gallons | 1,400 gallons | | | | | |
| | 154 Federal Street, Greenfield | N | N | 275 gallons | 800 gallons | | | | | |
| | 168 Athol Road, No. Orange | N | N | 2-275 gallons | 1,800 gallons | | | | | |
| | 58 Vernon St., Northampton | N | N | 8,000 gallons | 10,000 gallons | | | | | |
| | 61 Strong St., Amherst | N | N | 275 gallons | 1,600 gallons | | | | | |
| | 34 Central Street, Turners Falls | N | N | 8,000 gallons | 5,000 gallons | | | | | |
| CUMMINGTON | Highway Garage, Fairgrounds Road | N | N | 275 gallons | 2,000 gallons | 8,400 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | BTES Building, 2 Main Street | N | N | 4,000 gallons | 6,000 gallons | | | | | |
| | Library, 465 Berkshire Trail | N | N | 250 gallons | 1,400 gallons | | | | | |
| DEERFIELD | Library, 75 No. Main Street | N | N | 2-275 gallons | 1,000 gallons | 1,200 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | WWTP, Sunderland Road | N | N | 2-275 gallons | 200 gallons | | | | | |

Mirabito Holdings, Inc.

BIDDER NAME: *dba Mirabito Energy Products*

FRCOG COLLECTIVE BID for HEATING OIL FY 2024 FORM FOR BID ADDENDUM 2

| | | | | | | | All Prices include TAXES and FEES | | | |
|--|---|----------------------|------------------------------|----------------|----------------|-----------------|--|--|-------|--|
| Bidders are not required to bid on all Entitles | | Burner Service REQ'D | Winter Blend may be required | FY2024 GALLONS | | | MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points | FIXED PRICE BID Bid price may be no more than THREE Decimal points | | |
| Town/Entry | Delivery Address | Y or N | Y or N | TANK SIZE | Gallons to BID | TOTAL BY ENTITY | BID PRICE PER GALLON | | | |
| FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY | | | | | | | | | | |
| | FCRHA Properties listed below | | | | | | | | | |
| Squakheag Northfield | 88 Main Street Northfield- In ground tank | N | N | 275 gallons | 7,800 gallons | 29,000 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| Smikes House-Whaley | 196 Chestnut Plain Wahley 1 tank | N | N | 275 gallons | 900 gallons | | | | | |
| Stoughton Place-Gill | 12 Main Street Gill 1 tank | N | N | 275 gallons | 3,600 gallons | | | | | |
| Main Street Family Housing-Charlottesville | 25 Main Street Charlottesville 3 tanks | N | N | 275 gallons | 1,700 gallons | | | | | |
| South Street Family Housing-Bernardston(front) | 73 South Street, Bernardston 1 tank | N | N | 275 gallons | 700 gallons | | | | | |
| South Street Family Housing-Bernardston(back) | 73 South Street, Bernardston 1 tank | N | N | 275 gallons | 1,000 gallons | | | | | |
| Main Street Family Housing-Northfield(A&B acct) | 90 Main Street Northfield 1 tank | N | N | 275 gallons | 1,200 gallons | | | | | |
| Main Street Family Housing- Northfield (C&D acct) | 90 Main Street Northfield 1 tank | N | N | 275 gallons | 900 gallons | | | | | |
| Congress Street Family Housing-Orange | 36 Congress Street- Orange 1 tank | N | N | 275 gallons | 2,900 gallons | | | | | |
| Whitney Street Family Housing-Orange | 19 Whitney Street, Orange 1 tank | N | N | 275 gallons | 2,000 gallons | | | | | |
| Orange Recovery House- Orange | 35 Congress Street, Orange 2 tanks | N | N | 275 gallons | 1,800 gallons | | | | | |
| Orange Teen House- Orange | 15-17 Main Street 3 tanks | N | N | 275 gallons | 2,200 gallons | | | | | |
| P&G Family Housing- Orange | 83 Prospect and 21 Grove Street- Orange | N | N | 275 gallons | 3,100 gallons | | | | | |
| GOSHEN | Town Hall, 40 Main St | Y | Y | 2-275 gallons | 3,400 gallons | 3,400 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| GRANVILLE | Town Hall, 707 Main Rd | Y | Y | 1-640 gallons | 1,600 gallons | 14,800 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| | Library, 2 Granby Rd | Y | Y | 1-640 gallons | 1,200 gallons | | | | | |
| | Hwy Garage, 69 Old Westfield Rd | Y | Y | 1-220 gallons | 800 gallons | | | | | |
| HADLEY | Village School, 408 Main Rd | Y | Y | 4-330 gallons | 11,000 gallons | | | | | |
| | 230 Middle St. | N | N | 500 gallons | 500 gallons | 1,000 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| HATFIELD | 230 Middle St. - WWTP | Y | N | 3-275 gallons | 600 gallons | | | | | |
| | Dickinson Library, 39 Main St. | N | N | 275 gallons | 1,500 gallons | 4,500 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| | Pumping Station, Elm & Maple St. | N | N | 1,000 gallons | 200 gallons | | | | | |
| HEATH | Wastewater Treatment Plant, 260 Main Street | N | N | 4,000 gallons | 2,800 gallons | | | | | |
| | Sawyer Hall, 1 East Main Street | N | Y | 2-275 gallons | 2,000 gallons | 14,000 gallons | \$ 0.495 | \$ 3.306 | /gall | |
| | Community Hall, 2 West Main Street | N | Y | 375 gallons | 2,000 gallons | | | | | |
| | 18 Jacobs Road | N | Y | 4,000 gallons | 10,000 gallons | | | | | |

Mirabito Holdings, Inc.
 BIDDER NAME: Mirabito Energy Products

FRCOG COLLECTIVE BID for HEATING OIL FY 2024 FORM FOR BID ADDENDUM 2

| Bidders are not required to bid on all Entities | | | | | | | All Prices include TAXES and FEES | | | |
|---|--|----------------------|------------------------------|------------------------|----------------|-----------------|--|--|-------|--|
| Town/Entity | Delivery Address | Burner Service REQ'D | Winter Blend may be required | FY2024 GALLONS | | | MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points | FIXED PRICE BID Bid price may be no more than THREE Decimal points | | |
| | | | | TANK SIZE | Gallons to BID | TOTAL BY ENTITY | | BID PRICE PER GALLON | | |
| LEYDEN | Town Highway Garage | Y | Y | 275 gallons | 1,000 gallons | 2,900 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Fire Station | Y | Y | 275 gallons | 800 gallons | | | | | |
| | Town Hall | Y | Y | 275 gallons | 1,000 gallons | | | | | |
| MIDDLEFIELD | Town Hall, 188 Skyline Trail | Y | N | 2,000 gallons | 5,500 gallons | 5,900 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| MONTAGUE | Library, 23 Bridge St., Millers Falls | N | N | 275 gallons | 800 gallons | 13,000 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Library, 17 Center St, Montague Center | N | N | 1-275 1-330 gallons | 500 gallons | | | | | |
| | Town Garage, 128 Turners Falls Rd, Turners Falls | N | N | 2-330 gallons | 4,100 gallons | | | | | |
| | Carnegie Library, 201 Avenue A, Turners Falls | N | N | 2-275 gallons | 1,500 gallons | | | | | |
| | Clean Water Facility, 34 Greenfield Rd, Montague | Y | N | 7,200 gallons | 6,100 gallons | | | | | |
| NEW MARLBOROUGH | Library-1 Mill River, G1 Barrington Rd | N | N | 2-275 gallons | 2,000 gallons | 4,600 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Fire House- 205 Norfolk Rd, Southfield | N | N | 330 gallons | 2,000 gallons | | | | | |
| | Town Hall - 807 Mill River Southfield Rd | N | N | 2-250 gallons | 600 gallons | | | | | |
| NEW SALEM | Stowell Building, 19 S Main St | Y | N | 275 gallons | 900 gallons | 2,100 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Town Hall Annex 24 S Main St | Y | N | 275 gallons | 400 gallons | | | | | |
| | Fire Dept 33 S Main St | Y | N | 2-275 gallons | 800 gallons | | | | | |
| NORTHFIELD | Town Hall, 68 Main Street | N | N | 330 gallons | 250 gallons | 6,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Library, 115 Main Street | N | N | 2-275 gallons | 2,000 gallons | | | | | |
| | Fire Dept, 93 Main Street | N | N | 2-275 1-250 gallons | 2,700 gallons | | | | | |
| | Sewer Dept, 104 Meadow Street | N | N | 275 gallons | 800 gallons | | | | | |
| | EMS, 41 Main Street | N | N | 275 gallons | 750 gallons | | | | | |
| ORANGE | Town Hall, 8 Prospect Street | Y | N | 4-330 gallons | 5,000 gallons | 5,000 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| PELHAM | Rhodes Building, 353 Amherst Rd. | Y | N | 550 gallons | 1,200 gallons | 3,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Highway Garage, 353 Amherst Rd. | Y | N | 275 gallons | 800 gallons | | | | | |
| | Town Community Center, 353 Amherst Rd. | Y | N | 2-500 gallons | 1,500 gallons | | | | | |
| PLAINFIELD | Town Office/Library, 304 Main Street | Y | N | 275 gallons | 1,000 gallons | 1,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Town Hall, 348 Main St | Y | N | 275 gallons | 500 gallons | | | | | |
| ROWE | Town Hall, 321 Zoar Road | Y | N | 2-330 gallons | 2,330 gallons | 3,880 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Library, 318 Zoar Road | Y | N | 275 gallons | 275 gallons | | | | | |
| | Fire Station, 4 Sibley Road | Y | Y | 1000 gallons | 1,000 gallons | | | | | |
| | Gracey House, 325 Zoar Road | Y | N | 275 gallons | 275 gallons | | | | | |

Mirabito Holdings, Inc.

BIDDER NAME: *elba Mirabito Energy Products*

FRCOG COLLECTIVE BID for HEATING OIL FY 2024 FORM FOR BID ADDENDUM 2

| | | | | | | | All Prices Include TAXES and FEES | | | |
|---|---|--------|----------------------|------------------------------|----------------|-----------------|-----------------------------------|--|--|--|
| Bidders are not required to bid on all Entities | | | Burner Service REQ'D | Winter Blend may be required | FY2024 GALLONS | | | MARK-UP OVER RACK Bid Price may be no more than THREE Decimal points | FIXED PRICE BID Bid price may be no more than THREE Decimal points | |
| Town/Entry | Delivery Address | Y or N | Y or N | TANK SIZE | Gallons to BID | TOTAL BY ENTITY | | BID PRICE PER GALLON | | |
| SANDSFIELD | Town Hall Annex-66 Sandisfield Rd | Y | N | 2-330 gallons | 1,000 gallons | 4,000 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Old Town Hall-3 Silverbrook Rd | Y | N | 2-330 gallons | 1,000 gallons | | | | | |
| | Library-23 Sandisfield Rd | Y | N | 2-330 gallons | 1,000 gallons | | | | | |
| | Fire Station-207 Sandisfield Rd | Y | N | 1-550 gallons | 1,000 gallons | | | | | |
| STAVROS CTR FOR IND LIVING | 210 Old Farm Rd., Amherst | N | N | 1000 gallons | 1,500 gallons | 1,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| WARWICK | Garage, 15 Garage Road (off Winchester Rd.) | Y | N | 330 275 gallons | 1,200 gallons | 7,800 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Library, 12 Athol Road | Y | N | 275 gallons | 600 gallons | | | | | |
| | Warwick School, Winchester Rd. | Y | N | 2-275 gallons | 8,000 gallons | | | | | |
| WENDELL | Town Hall-Boiler, 6 Center St | Y | N | 275 gallons | 600 gallons | 3,650 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Town Hall-Furnace, 6 Center St | Y | N | 250 gallons | 300 gallons | | | | | |
| | Office Bldg, Morse Village Rd | Y | N | 500 gallons | 950 gallons | | | | | |
| | Town Hwy Garage, Jackie Lane | Y | N | 700 gallons | 1,000 gallons | | | | | |
| | Police Station, 4 Center St | Y | N | 275 gallons | 300 gallons | | | | | |
| | Library - Wendell Depot Rd | Y | N | 500 gallons | 500 gallons | | | | | |
| WESTHAMPTON | Highway Dept 58 Hathaway Rd | N | N | 3,000 gallons | 3,500 gallons | 8,100 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Town Hall, 1 South Road | N | N | 2-275 gallons | 1,000 gallons | | | | | |
| | Town Hall Annex, 3 South Road | N | N | 275 gallons | 700 gallons | | | | | |
| | Public Library, 1 North Road | N | N | 275 gallons | 900 gallons | | | | | |
| WILLIAMSBURG | Highway Garage, 24 Main Street | N | N | 2-275 gallons | 1,750 gallons | 4,500 gallons | \$ 0 . 495 | \$ 3 . 306 | /gall | |
| | Haydenville Library, 136 Main Street | N | N | 100 gallons | 80 gallons | | | | | |
| | Mookins Library, 2 Williams Street | N | N | 2-275 gallons | 1,840 gallons | | | | | |
| | Police/Fire Station, 16 South Main Street | N | N | 330 gallons | 546 gallons | | | | | |
| | Fire Station, 5 North Main Street | N | N | 275 gallons | 274 gallons | | | | | |

Pricing is inclusive of current taxes and governmental fees. Mirabito reserves the right to pass along future changes in taxes and governmental fees to the customer.

Fixed bid price option must be accepted by written notification to Mirabito Energy Products by May 25, 2023 by 4:00 PM to Justin Fisher at justin.fisher@mirabito.com and Joe D'Esti at joe.desti@mirabito.com. Acceptance after the aforementioned date and time will be at the sole discretion of Mirabito Energy Products.

Mirabito Holdings, Inc.
 BIDDER NAME: *dlb/ Mirabito Energy Products*

Heating Oil BID FORM SIGNATURE PAGE

Specify the lead time needed (hours, days, etc.) for call-in deliveries:

Regular deliveries 24-36 Hours Emergencies 2-6 Hours
or Auto Delivery

Burner service is provided on a 24-hour basis. Hourly Rate for repairs is: \$ N/A /hr during normal working hours and \$ N/A /hr for nights/weekends.


Check if company does NOT offer burner service

For Fixed Price Contract agencies only: Storage Fee for undelivered Fuel Oil for up to Six Months past the end of the contract may be charged at: \$.04 per gallon per month (not to exceed \$.05).

I/We hereby agree to provide products/services for which we have provided pricing in accordance with the specifications in this bid and any related Addenda.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, the Bidder certifies under the penalties of perjury that, to the best of their knowledge and belief, they are in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Authorized Signature 

Printed Name Dan Fitzgerald

Company Name * Mirabito Holdings, Inc.
dba Mirabito Energy Products Date 5/22/2023

Postal Address The Metrocenter - 49 Court St.
P.O. Box 5306
Binghamton, NY zip 13902

Email Address dan.fitzgerald@mirabito.com

Phone: 607-352-2800

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

15-0552668 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC

Indicate tax classification: D (disregarded entity) C (corporation) P (partnership) Or S (special tax status)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary)

_____ NAME
_____ NAME
_____ NAME
_____ NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ON BID FORM ONLY AND CHECK HERE

RESOLUTIONS

WHEREAS, Mirabito Holdings, Inc. desires to submit various documents in support of its bid to the Franklin Regional Council of Governments, Commonwealth of Massachusetts ("Bid"); and

WHEREAS, Mirabito Holdings, Inc. desires to authorize Dan Fitzgerald as an authorized representative to execute any documents in support of the Bid.

NOW THEREFORE, It Is

RESOLVED: That Mirabito Holdings, Inc. ("Company") is hereby authorized to submit the Bid in connection with its business in the Commonwealth of Massachusetts, and

RESOLVED' That Dan Fitzgerald is hereby authorized to execute any such documents in support of the Bid on behalf of the Company and provide any additional information required by the Bid; and

RESOLVED: That any actions taken by Dan Fitzgerald and the Company in support of the Bid prior to these Resolutions are hereby ratified and confirmed.

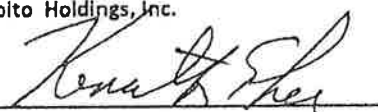
The Secretary is directed to make these Resolutions a part of the corporate documents of the Company.

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that (i) she is the Secretary of Mirabito Holdings, Inc. and (ii) the attached resolutions authorize Dan Fitzgerald as a Signatory on bid documents on behalf of Mirabito Holdings, Inc.

Respectfully Submitted

Mirabito Holdings, Inc.

By: 
Secretary

Dated: 5/22/2023



MIRAHOL-01

SREEVE

DATE (MM/DD/YYYY)
5/17/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mirabito-Gresham Insurance & Bonds Agency, LLC
423 Commerce Road, Suite 2
Vestal, NY 13850

CONTACT NAME: Sally A. Reeve
PHONE (A/C, No, Ext): (607) 217-4610 106 FAX (A/C, No): (607) 237-0279
E-MAIL ADDRESS: sally.reeve@mirabito-gresham.com

INSURED
Mirabito Holdings Inc
49 Court Street
PO Box 5306
Binghamton, NY 13902

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Republic Franklin Ins Co 12475
INSURER B: Allied World Assurance Company (U.S.) Inc. 19489
INSURER C: The Charter Oak Fire Insurance Company 25615
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSP WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: Per loc aggregate - Subway locs | X | CPPFTZ3355181 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liab \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY NON-OWNED AUTOS ONLY Hired/Nonowned Autos CA9948 & MCS90 | X | BACFTZ3355178 | 10/1/2022 | 10/1/2023 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | 0311-5296 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | UB-9K447014-22-51-K | 10/1/2022 | 10/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid - IFB 2023-2076 Heating Oil, Diesel and Gasoline FY2024

Certificate holder is listed as an additional insured on a primary and noncontributory basis (to the extent covered by the Form 8-E-3548 (07/11) Commercial General Liability Extension endorsement) as required by written contract or agreement.

| | |
|---|---|
| CERTIFICATE HOLDER Franklin Regional Council of Governments 12 Olive Street, Suite 2 Greenfield, MA 01301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

ATTACHMENT C

AWARD INFORMATION WITH PARTICIPANT'S CONTACT INFORMATION

HEATING OIL FY 2024 CONTRACT AWARD

| | |
|---|--|
| <p>July 1 2023 through June 30, 2024</p> <p>Phone Number / Contact</p> <p>Burner Service Offered Y/N</p> <p>Lead Time Regular Delivery: Lead Time Emergency Delivery:</p> <p>Burner Service \$/hr Regular Work Hours:</p> <p>Burner Service \$/hr Nights/Weekends</p> <p>Storage Fee/gallon past contract</p> | <p style="text-align: center;">Mirabito Holdings, Inc. dba Mirabito Energy Products</p> <hr/> <p>The Metrocenter, 49 Court St., PO Box 5300 Binghamton, NY 13902</p> <hr/> <p>607-352-2800 Dan Fitzgerald dan.fitzgerald@mirabito.com</p> <hr/> <p>No</p> <hr/> <p>Reg 24-36 hours, Emergencies 2-6 hours</p> <hr/> <p> </p> <hr/> <p> </p> <hr/> <p>\$.04 / gallon</p> <hr/> <p>BOLD is price structure chosen</p> <hr/> <p>All Prices Include TAXES and FEES</p> <hr/> |
|---|--|

| | Burner Service REQUIRED | Winter Blend may be required | | MARK-UP OVER RACKPrice | FIXED PRICE BID \$ | |
|-----------------|----------------------------|------------------------------------|----------------|---------------------------|--------------------|-------|
| Town | Y or N | Y or N | TOTAL BY TOWN | | | |
| BLANDFORD | Y | Y | 12,500 gallons | 0.495 | 3.306 | /gall |
| GRANVILLE | Y | Y | 14,600 gallons | 0.495 | 3.306 | /gall |
| MIDDLEFIELD | Y | N | 5,500 gallons | 0.495 | 3.306 | /gall |
| NEW MARLBOROUGH | N | N | 4,600 gallons | 0.495 | 3.306 | /gall |
| SANDISFIELD | Y | N | 4,000 gallons | 0.495 | 3.306 | /gall |

| PARTICIPANTS IN FRCOG FUEL BIDS FY2024 | | | | | | | |
|--|---|--|--|--|-----------------------------|-------------------------------|-------------------------|
| | TOWN | Contact Person | Email: | ADD SECONDARY CONTACTS HERE | Telephone | Billing Address | Billing Address 2 |
| 1 | Ashfield | Paul McLatchy III, T.A. | townadmin@ashfield.org | | 413-628-4441 X7 | Town Hall, PO Box 560 | Ashfield MA 01330 |
| 2 | Ashfield Congreg Church | Thomas Schreiber | tschreiber@hotmail.com | tmurray@bu.edu | 413-475-0770 | 429 Main St. | Ashfield MA 01330 |
| 3 | Blandford | Christopher Dunne, TA | administrator@townofblandford.com | | 413-848-4279 x501 | Town Hall, 1 Russell Stage Rd | Blandford, MA 01008 |
| 4 | Buckland | Heather Butler, T.A. | twadmin@town.buckland.ma.us | | 413-625-6330 | 17 State Street | Shelburne MA 01370 |
| 5 | Charlemont | Scott Sullivan, HS | scott.sullivan@townofcharlemont.org | | 413-339-4335 X8 | PO Box 253 | Charlemont, MA 01339 |
| 6 | Chesterfield | Brenda Lessard, T.A. | townadmin@townofchesterfieldma.com | | 413-296-4771 X1 | PO Box 299 | Chesterfield, MA 01012 |
| 7 | CISA | Jennifer Williams | jennifer@buylocalfood.org | | 413-665-7100 x10 | 1 Sugarloaf St. | So Deerfield, MA 01373 |
| 8 | Colrain | Kevin Fox, T.A. | bos@colrain-ma.gov | | 413-624-6306 | 55 Main Rd. | Colrain, MA 01340 |
| 9 | Community Action | Claire Higgins, Ex Dir | chiggins@communityaction.us | LLaBounty@communityaction.us | 413-376-1126 | 393 Main St | Greenfield, MA 01301 |
| 10 | Cummington | Kenneth Howes | selectboard@cummington-ma.gov | | 634-5354 cell 320-9545 | 33 Main St. | Cummington, MA 01026 |
| 11 | Deerfield | Kevin Scarborough, DPW | dpsupt@town.deerfield.ma.us | townadmin@town.deerfield.ma.us | 413-665-2036 | 8 Conway St. | So Deerfield, MA 01373 |
| 12 | Franklin Cty Tech Sch | Russell Kaubris, Bus Mgr | rkaubris@fcts.us | | 413-863-9561 X117 | 82 Industrial Blvd | Turners Falls, MA 01376 |
| 13 | Franklin Cty Regional Housing and Redevelopment Authority | Pam Parmakian | pparmakian@fcrhra.org | ggovoni@fcrhra.org | 413-223-5223 | 241 Millers Falls Rd. | Turners Falls, MA 01376 |
| 14 | Goshen | Dawn Scaparotti, Int. T.A. | selectboard@goshen-ma.us | | 413-268-8236 X302 | 40 Main St. | Goshen, MA 01032 |
| 15 | Granville | Matthew Streeter, TA | townadministrator@townofgranville.org | highway@townofgranville.org | 413-357-6007 | PO Box 247 | Granville, MA 01034 |
| 16 | Hadley | Carolyn Brennan, TA | townadmin@hadleyma.org | | 413-586-0221 | PO Box 406 | Hadley, MA 01305 |
| 17 | Hatfield | Marlene Michonski, TA | townadministrator@townofhatfield.org | dpwdirector@townofhatfield.org | 413-247-5646, 626-8907 | 59 Main St. | Hatfield, MA 01038 |
| 18 | Heath | Hilma Sumner, T. A. | bos@townofheath.org | | 413-337-4934 X0 | PO Box 119 | Heath, MA 01346 |
| 19 | Holland | Brian Johnson, Hwy Supt | highwaydept@hollandma.org | townadmin@hollandma.org | 413-245-3276 | 27 Sturbridge RdX | Holland, MA 01521 |
| 20 | Leyden | Michele Giarusso, T.A. | selectboard@townofleyden.com | | 413-774-4111 X1 | 7 Brattleboro Rd | Leyden, MA 01301 |
| 21 | Middlefield | Curt Robi, Selectboard | selectboard@middlefieldma.net | | 413-623-2029 | Town Hall, 188 Skyline Trail | Middlefield, MA |
| 22 | Montague | Tom Bergeron, Hwy Supt | hwysupt@montague-ma.gov | | 413-863-2054, cell 775-3447 | 128 Turners Falls Road | Turners Falls, MA 01376 |
| 23 | New Marlborough | Laura Worth, TA | lworth@newmarlboroughma.gov | nmbos@newmarlboroughma.gov | 413-229-8165 | PO Box 99 | Mill River, MA 01244 |
| 24 | New Salem | Kathy Neal, TA | newsalemwendell@gmail.com | cloutier@tiac.net | 978-544-6437 | 19 S. Main Street | New Salem, MA 01355 |
| 25 | Northfield | Andrea Llamas, T.A. | allamas@northfieldma.gov | | 413-498-2901 X115 | 69 Main St. | Northfield, MA 01360 |
| 26 | Orange | Gabriele Voelker, T.A. | gvoelker@townoforange.org | | 978-544-1100 | 6 Prospect St. | Orange, MA 01364 |
| 27 | Pelham | Richard Adamcek, Hwy Supt, Susannah Carey, T.A. | pelhamsuper@yahoo.com ; pelhamadministrator@comcast.net | | 413-253-7129 | 351 Amherst Road, | Pelham, MA 01002 |
| 28 | Plainfield | Walter Jennings, HWY Supt | wjennings@town.plainfield.ma.us | | 634-5533, cell 207-2759 | 304 Main St. | Plainfield, MA 01070 |
| 29 | Rowe | Janice Boudreau, T.A. | townadmin@rowe-ma.gov | | 413-339-5520 X11 | 321 Zoar Rd | Rowe, MA 01367 |
| 30 | Sandisfield | Jonathan Sylbert, Interim TA | manager@sandisfieldma.gov | ibeardsley@sandisfieldma.gov | 413-258-4711 | PO Box 103 | Sandisfield, MA 01255 |
| 31 | So. Hadley Fire District #2 | Barbara Miller, Treasurer | bmiller@shfd2.com | | 413-534-5748 | 20 Woodbridge St | So Hadley, MA 01075 |
| 32 | Stavros Ctr for Ind Living | Julia Myers | jmyers@stavros.org | | 413-992-2317 | 210 Old Farm Rd | Amherst, MA 01002 |
| 33 | Warwick | David Young, T.Coord. | coordinator@town.warwick.ma.us | | 978-729-3224 | 12 Athol Rd. | Warwick, MA 01378 |
| 34 | Wendell | Glenn Johnson-Mussad, Coord | coordinator@wendellmass.us | phil.delorey@gmail.com | 978-544-3395 | PO Box 187 | Wendell, MA 01379 |
| 35 | Westhampton | Bill Jablonski, Hwy Supt | highwaydept@westhamptonma.org | | 527-0136, cell 977-2463 | 1 South Rd | Westhampton, MA 01027 |
| 36 | Whately | Brian Domina | townadmin@whately.org | | 413-665-4400 | 4 Sandy Lane | So. Deerfield, MA 01373 |
| 37 | Williamsburg | Nick Caccamo | townadmin@burgy.org | selectmen@burgy.org | 413-441-6461, 413-268-8400 | 141 Main St., PO Box 447 | Haydenville, MA 01039 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mirabito-Gresham Insurance & Bonds Agency, LLC
CONTACT NAME: Sally A. Reeve
PHONE (A/C, No, Ext): (607) 217-4610 106 FAX (A/C, No): (607) 237-0279
E-MAIL ADDRESS: sally.reeve@mirabitagresham.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Republic Franklin Ins Co NAIC #: 12475
INSURER B: Allied World Assurance Company (U.S.) Inc. 19489
INSURER C: The Charter Oak Fire Insurance Company 25615

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes entries for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Awards - IFB 2023-2076 Heating Oil and Diesel Fuel FY2024
July 1, 2023 through June 30, 2024.

Certificate holder, Town of Blandford, Town of Granville, Town of Middlefield, Town of Marlborough and Town of Sandisfield are listed as an additional insured on a primary and noncontributory basis (to the extent covered by the Form 8-E-3548 (07/11) Commercial General Liability Extension endorsement) as required by written contract or agreement.

CERTIFICATE HOLDER: Franklin Regional Council of Governments, 12 Olive Street, Greenfield, MA 01301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]