

**TOWN OF WESTFORD MASSACHUSETTS
2016 BID FOR OFF-SITE DISTRIBUTION FACILITY
FOR DIESEL FUEL AND UNLEADED GASOLINE**

SECTION 1 - GENERAL INFORMATION AND BID REQUIREMENTS

- 1.0 The town is seeking separate bids to provide unleaded and diesel fuel for municipal vehicles at service stations within the town of Westford. Bid packages may be obtained between 8:00am and 4:00pm beginning May 23, 2016 at Westford Town Hall, 55 Main Street, Westford, MA 01886 or by registering online at: <http://westfordma.gov/rfp>
- 2.0 Bids are to be submitted by **11:00 a.m., Thursday, June 9, 2016**, at which time they will be publicly opened. Any bids received after this time will remain sealed and will not be considered. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked **“2016 Off-site Fuel Bid”**. The Board of Selectmen is the awarding authority and reserves the right to reject any all proposals, wholly or in part, if deemed in the best interests of the town. The town reserves the right to waive minor informalities.
- 3.0 **List of Documents in the IFB:**
- Section 1- General Information
 - Section 2 – Purchase Description, Terms and Conditions
 - Attachment A - Product Specifications
 - Attachment B - Tax Compliance and Non Collusion Form
 - Attachment C - Bid Form
 - Attachment D – Standard Contract
- 4.0 **Contract:** The selected vendor will be required to sign the town of Westford standard contract (Attachment D) with the entire bid submission incorporated as attachments to the contract. It is the town’s intent to award within 15 days after bid opening.
- 5.0 **Addenda:** If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB. The town will require acknowledgement of any addenda issued to be included on the bid form.
- 6.0 **Bid Forms:** Bidders shall use the bid form in Attachment C with instructions provided on the bid form.
- 7.0 **Non-Collusion Form, Tax Compliance Certification:** Bidders must submit the signed Non-Collusion Certification and Tax Compliance Certification forms provided in Attachment B.
- 8.0 **Insurance Verification:** Each bidder must provide evidence of its ability to obtain insurance according to the terms in the standard contract in Attachment D.
- 9.0 **References:** The town may require references to determine a bidder’s ability to perform the work. The Bidder shall furnish any information requested for this purpose.
- 10.0 **Performance:** Bidders must furnish satisfactory evidence that they have the ability and experience to perform this class of work, including sufficient capital and equipment.
- 11.0 **Confidentiality:** The town shall, as far as possible, maintain the confidentiality of any information provided by the bidder if specifically requested to do so in writing and if allowed by law, but the town shall bear no liability arising from the disclosure of such information.
- 12.0 **Rule for Award:** The town’s intent is to award a contract to the responsive and responsible bidder offering the lowest unit price. This rule for award may result in multiple contracts for unleaded and diesel for full service and self-service fueling.
- 13.0 **Questions:** Any and all questions by prospective bidders concerning interpretation of the Invitation for Bids, Forms, Specifications, Proposed Contract, Insurance or Bonds, must be received in writing by or before 4:00 pm, June 3, 2016 to: Greg Johnson, **Project/Procurement Specialist, 55 Main Street, Westford, MA 01886, or by Email at procurement@westfordma.gov**. The town reserves the right not to answer questions. Any responses will be issued in the form of written addenda.

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SECTION 2 - PURCHASE DESCRIPTION, TERMS AND CONDITIONS

- 1.0 The town of Westford is seeking off-site fueling facilities to provide full service and self-service diesel fuel and unleaded fuel for municipal vehicles. The town is seeking a one year contract that will start July 1, 2016 with an option to extend for up to two years. Full service includes providing a trained fuel attendant to refuel vehicles and providing basic visual safety inspection for obvious defects. Self-service includes providing safe and functional fueling equipment for drivers to refuel their own vehicles and any necessary assistance that may be required during each transaction.
- 2.0 Bids should reflect the incremental cost per gallon to deliver the fuel according to the terms and conditions in this document and the product specifications in Attachment A and shall not include the present Federal Excise tax.
- 3.0 The awarded bidders will provide an off-site fueling facility within the town of Westford, town limits. A facility providing unleaded fuel must be open seven days per week, twelve hours per day minimum and a portion of those hours will extend into the three daily work shifts of the Police Department. The shifts are as follows: 7am–3pm; 3pm–11pm; 11 pm–7am.
- 4.0 All fuel to be supplied on a seven day, twenty-four hour will call basis within one -hour of notification.
- 5.0 All quantities of materials shall be in the amount required by the town and delivered at the time determined by the Town Manager, or his/her designee.
- 6.0 The invoice periods will be from the first to and including the fifteenth of each month and the sixteenth to and including the last day of the month. Invoices shall be issued twice per month within five days of the closing invoice periods for each respective department. Invoices shall include:
 - Cost of product per gallon
 - Federal oil spill fee per gallon
 - Massachusetts oil spill fee per gallon
 - Federal underground storage tank fee (if applicable)
 - Massachusetts underground storage tank fee (if applicable)
 - Differential cost per gallon
 - Sub-total cost per gallon
 - Massachusetts excise tax
 - Final cost per gallon
- 7.0 Receipts shall be provided to the drivers of vehicles and shall at a minimum include the following:
 - Date
 - Department name and vehicle designation number: *HD-1 Highway Dept., PD-24 Police Dept.*
 - Registration number of vehicle being fueled
 - Number of gallons of fuel dispensed, to four (4) decimal places
 - Type of fuel dispensed
 - Current mileage reading
 - Drivers **legible** signature
- 8.0 The offsite fueling facility must have a standby generator to provide power during events that result in loss of electricity.
- 9.0 State agencies and political subdivisions are specifically exempt from state sales tax and exempt from federal excise taxes. The prices quoted shall be exclusive of said taxes. The town of Westford will supply the tax exemption certificate when requested. State Excise tax must be billed as a separate line item.
- 10.0 The Federal Leaking Underground Storage Tank fee will not be charged. The town of Westford has above ground storage. The Federal Oil Spill Liability Trust Fund tax is allowable and must be billed as separate line items.
- 11.0 Any new state or federal tax which the Commonwealth is not exempt from are required to be submitted for review and approval by the town of Westford prior to inclusion on an invoice by the vendor.

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- 12.0 If the awarded bidder is unable to supply the required volume of fuel and the contract user purchases fuel from another supplier, the awarded bidder will be responsible to pay the price differential and any associated penalties incurred by the contract user. The awarded bidder shall be responsible for the net cost difference between replacement fuel supply cost and the cost of the contracted fuel supply, plus any associated penalties, if the awarded bidder is unable to fulfill the obligations for reasons other than force majeure. The town of Westford reserves the right to withhold that portion of the previous month's balance due to satisfy the awarded bidder's obligation in this section.
- 13.0 **Fill and Vent Requirements:** Contract users must ensure that fill and vent equipment adequately meets all Commonwealth standards and the town of Westford's needs. Awarded bidders have the responsibility of reporting faulty equipment to the town of Westford.
- 14.0 **State of Emergency/Disaster:** In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the awarded bidder shall be prepared to provide service as directed by the town of Westford. For the purpose of maintaining necessary communications and service, the awarded bidder will designate a primary contact person. The awarded bidder guarantees that the person so designated will be available throughout the emergency.
- 15.0 **Subcontracting:** With fourteen-day notice and prior written approval the contractor may use a subcontractor to provide fueling services to the town of Westford. The contractor will be held responsible for the performance of the subcontractors. Subcontracting will not increase the prices offered by the bidder in response to this bid.
- 16.0 **Regulatory Changes:** In the event of the adoption of changes to the laws regulating the Fuel Industry by any governmental authority, which substantially modifies the regulatory structure in place, the parties will negotiate in good faith an appropriate amendment to this Agreement. Such amendment shall be designed to retain the existing relationships between the parties with due consideration of the risks and rewards. If a regulatory change occurs which gives rise to the belief in either party of a necessity to negotiate an appropriate amendment to this Agreement, the party claiming the need to modify the Agreement shall notify the other party at first opportunity, but in any event, within 20 days of the occurrence of the event. If, after 30 days of notice, the parties are unable to negotiate an amendment mutually agreeable to each other (or a shorter time period if the time between the announcement of the proposed change and the date of implementation is less than 30 days) then this Agreement shall terminate on the date that the regulatory change becomes effective. The bidder agrees that it has specifically assumed the risks and liabilities associated with pricing and terms and conditions of this bid as specified in this contract except the uncertainties as specified above. Mere changes in market conditions and prices of Fuel shall not be a change entitling either party to re-negotiate the Agreement.
- 17.0 **Guaranty of Purchases under this Contract:** The town of Westford does not make any guarantee of volume of fuel to be purchased under this contract.
- 18.0 **Contract Termination:** In the event the contract is terminated for non-performance, the terminated awarded bidder is responsible for payment of all costs incurred by the town of Westford in replacing diesel fuel to include removal of defective fuel, and any delivery charges as well as any and all costs incurred which exceed the costs the town of Westford would have incurred were the contract still in place.

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ATTACHMENT A- PRODUCT SPECIFICATION

Unleaded Gasoline

Unleaded gasoline delivered under this contract will comply with:

The American Society of Testing Materials; and unleaded gasoline specification requirements as set forth in the most current revision of ASTM Designation D-439 for gasoline, amended to comply with the regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws.

TEST	METHOD OF TEST
Distillation	ASTM-D-86
Vapor Pressure	ASTM D323
Octane	ASTM D-908 Research Method
Sulfur	ASTM D-1266
Corrosion	ASTM D-130
Gum	ASTM D-381

Ultra Low Sulfur Diesel (ULSD)

Property	Units	ASTM	Specification
Appearance:			
Color, ASTM	Rating	D-1500	Max. 2.0
Odor			Satisfactory
Composition Properties			
Sulfur	% weight	D-2622	Max. .0030
Parts Per Million			15 ppm
Corrosion (Copper Strip)	Rating	D-130	Max. 1.0
Alkali or Mineral Acids		D-974	Neutral
Volatility:			
Flash Point	Deg. F	D-93	Min. 100
Initial Boiling Point	Deg. F	D-86	Min. 325
Distillation, 90% recovery	Deg. F	D-86	Max. 530
Final Boiling Point	Deg. F	D-86	Max. 572
Recovered Volume	% Min.#	D-86	98.0
Fluidity			
Cloud Point	Deg. F	D-2500	15°F Summer; 0° Winter*

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Pour Point	Deg. F	D-97	0°F Summer; -20° Winter*
Viscosity @ 100 Deg. F	CST	D-445	1.4 – 3.6
Gravity API, 60 Deg. F		D-287	41.5
Combustible Properties:			
Cetane Index	Value	D-976	Min. 40
Contaminants:			
Ash, % Max.	%w	D-482	0.01
Carbon Residue % Max (10% bottom)	% w	D-524	0.15
Water Sediment % Max	% Volume	D-1796	Max. 0.05
Additives:			
Lubricity, WSD, @ 60C (HFRR)	Microns	D-6079	Max. 0.45
Lubricity (Applied Load)	Grams	D-6078	3100

*Winter = October 1 thru March 31

Lubricity Additive must be nonacid, nonmetallic and contain no naturally sourced molecules which may effect engine operations and must contain less than 15ppm sulfur.

Quality Assurance Plan must address steps that will be taken to ensure product integrity and sulfur requirements

Winter Requirements: Diesel Fuel and any alternative diesel fuels must meet all winter requirements to insure proper performance during the winter months. The following schedule denotes the required fluidity of the distillate at the time and place of use:

Cloud Point		Pour Point	
15°F	April 1 st – September 31 st	0° F	April 1 st - September 31 st ;
0°F	October 1 st – March 31 st	-20° F	October 1 st -March 31 st

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ATTACHMENT B

STATEMENT OF TAX COMPLIANCE/NON-COLLUSION

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1993, all bidders certify to the following, by signing this page in the space indicated below:

1. The undersigned certifies under the penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word person shall mean any natural business or legal entity.

2. Pursuant to MR. L. C62C S49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or Federal Identification Number of _____

Bidder: _____

Date: _____

Name of Company: _____

Business Address: _____

Authorized Signature: _____

Title: _____

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CERTIFICATE OF VOTE

I, Clerk of

_____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present (date must be earlier than contract) and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____

(Name of Officer Authorized to Sign for Corporation)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign, seal with corporate seal, execute, acknowledge and deliver all contracts, bonds, and other obligations of this Corporation, the execution of any such contract, bond or obligation by such _____

(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Westford; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Westford.”

I further certify that _____, is the duly

(Name of Officer)

Elected _____ of said Corporation.

(Title)

Signed: _____

(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the contract or other instrument for the Corporation this certificate must be countersigned by another officer of the Corporation.

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ATTACHMENT C

COMPANY NAME: _____

COMPANY MAILING ADDRESS: _____

OFFSITE FUELING LOCATION: _____

PHONE # _____ **EMAIL:** _____

FEDERAL IDENTIFICATION NUMBER: _____

ACKNOWLEDGE ADDENDA RECEIVED: _____

Bid Price Instructions

1. Provide prices for off-site fuel service at a differential price structure based on the lowest whole price available for bulk delivery to the service station. This differential price shall include any and all delivery charges.
2. Bidders may choose to bid on one or all of the items listed below.
3. Prices shall not include the present Federal Excise Tax, and this tax or any revision thereof, shall not be charged or billed to the town for any deliveries, unless the present law exempting governmental units from paying the tax is changed during the contract period.
4. Prices shall not include the Commonwealth of Massachusetts Tax.
5. Vendor shall provide documentation of the wholesale price. If the wholesale price is consistently higher than the lowest wholesale rack price for Boston, the town may require a reduction in the markup by the average difference.
6. For purposes of this bid, the differential prices submitted on the bid form, shall be provided in dollars per gallon to be expressed to four (4) decimal places. (Example: \$.0389/gallon). Bidders must also write the price out in words in the spaces provided next to the numerical bid.

BID ITEM	DESCRIPTION	PRICE (additional cost per gallon)
1a	FULL SERVICE DIESEL FUEL AT OFF-SITE FUELING FACILITY	_____ in words _____
1b	SELF SERVICE DIESEL FUEL AT OFF-SITE FUELING FACILITY	_____ in words _____
2a	FULL SERVICE UNLEADED FUEL AT OFF-SITE FUELING FACILITY	_____ in words _____
2b	SELF SERVICE UNLEADED FUEL AT OFF-SITE FUELING FACILITY	_____ in words _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

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ATTACHMENT D

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the _____ day of _____ 20____ by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address)

_____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: _____

_____ subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference. The total contract price is not to exceed: _____.

ARTICLE II: Contractor shall commence the performance of this contract within _____ days of receiving written notice to proceed and shall have completed the work on or before _____ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further

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understood and agreed that the Contractor’s responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor’s operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

GENERAL LIABILITY- \$1,000,000 MINIMUM
 UMBRELLA - \$1,000,000 MINIMUM
 WORKER’S COMPENSATION - per statutory requirements

Other if	Automobile Liability insurance: \$	each person
Applicable:	\$	each accident
	Property: \$	

Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: ~~Non-Collusion-~~The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its

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obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Confidentiality: The Contractor shall treat as confidential any personal or confidential information obtained from the Town during the negotiation of, or pursuant to, this Agreement and shall not divulge such information to any person (except to such Contractor's own employees or consultants who need to know the same) without the Town's prior written consent provided that this clause shall not extend to information which is already public or becomes so at a future date (otherwise than as a result of a breach of this clause) . The Contractor shall ensure that its employees and consultants are aware of and comply with this clause.

ARTICLE XII: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XIII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials

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and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

Jodi Ross, Town Manager 55 Main Street Westford, MA 01886

In the case of the Contractor to:

ARTICLE XVI. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVII. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, then the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVIII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XIX. Indemnification - The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE XX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

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ARTICLE XXI - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, _____, shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

Social Security Number or Federal

Identification Number

By _____
Corporation Officer or Authorized

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 20____.

Availability of Funds:

Town Accountant

Town of Westford by its
Board of Selectmen or Town Manager
Date of Board Vote (if any) _____

Contractor:

Witness

Signature

Print

Title

Corporate Seal