

Legal Notice

LEXINGTON HOUSING AUTHORITY
ONE COUNTRYSIDE VILLAGE
LEXINGTON, MASSACHUSETTS 02420

PROPOSAL FOR FUEL OIL
AND SERVICE CONTRACTS

Sealed proposals for furnishing approximately 10,000 gallons of #2 fuel oil per year and 19 separate service contracts to the Lexington Housing Authority, Lexington, MA, for the period beginning April 1, 2026, and ending April 1, 2029, will be received at the office of the Lexington Housing Authority, One Countryside Village, Lexington, Massachusetts until March 27, 2026, at 2:00 PM. Bids can be emailed to cfoley@lexingtonhousing.org or dropped off at the office.

Specifications and proposal forms can be obtained on the Lexington Housing Authority website: lexingtonhousing.org, requested by email at cfoley@lexingtonhousing.org or at the office of the Lexington Housing Authority and proposals must be submitted on forms provided in sealed envelopes, endorsed on the outside, "Proposal For Fuel Oil and Service Contract," together with bidder's name. Information will also be posted on CommBuys.

The Lexington Housing Authority reserves the right to accept any bid and reject any or all bids as deemed in the best interest of the Authority.

The Lexington Housing Authority is an Equal Opportunity-Affirmative Action Employer. All Bidders must comply with HUD Federal Regulations 24 CFR 85 and all Section 3 Requirements. Bidders claiming Section 3 preference must submit and meet that status prior to or at the time of bid opening. WMBE and MBE are encouraged to apply.

LEXINGTON HOUSING AUTHORITY
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SPECIFICATIONS FOR FURNISHING #2 OIL

SECTION 1

Approximate but not guaranteed requirements of #2 Fuel Oil and the present locations to be supplied are listed below. The Contract period shall be for the period beginning April 1, 2026 and ending April 1, 2029. The right is reserved to include other locations within the Authority's jurisdiction during the Contract period.

<u>Approximate Quantity</u>	<u>Grade</u>	<u>Location of Buildings</u>	<u>Approximate Capacity of Tanks</u>
10,000 Gallons	#2 Fuel Oil	Eighteen (18) Scattered Sites Lexington, MA	275 Gallons

The #2 Fuel Oil proposed to be furnished shall conform to the U.S. Department of Commerce Commercial Standard CS-12-40 specifications or more recent revisions thereof. A complete certified analysis shall be submitted with, and shall be considered a part of the bid, and shall cover as follows:

Gravity: Flash PM, B.S. & W. Content; Sediment

It shall be understood by the Authority that all fuel oil furnished shall be guaranteed to conform to the analysis thus supplied. The Authority shall reserve the right to have a sample of any delivery analyzed, and if the analysis report is not in accordance with the guaranteed analysis of the bidder, as certified with the U.S. standard above referred to, the Authority may require replacement of the fuel oil with the quality of fuel contracted for. The analysis and other expense shall be paid for by the Contractor.

The successful bidder shall be responsible for automatic deliveries at (18) Scattered Site units and for burner failure in event of no oil.

No delivery of fuel oil will be accepted unless a delivery slip bearing printed metered registrations of quantity is furnished by the contractor.

In winter months additive will be added to fuel oil as needed depending on temperature to prevent jelling.

Attention: the bidder is called to the fact that full transport loads of this fuel oil may be delivered at the option of the bidder, but such delivery is not required by the AUTHORITY.

The following information shall be noted in all proposals:

- 1.) The name of the manufacturer whose product is to be furnished.
- 2.) The location of the terminal from which deliveries will be made.
- 3.) Notice required by bidder for deliveries to buyer's tanks.
- 4.) A statement as to extent to which he can guarantee to supply quantities of fuel oil for which he submits proposal.

SECTION 2

During the term of the contract, and as a condition precedent to the Contract, the contractor shall maintain Public Liability Insurance in limits of not less than \$100,000/300,000 dollars and Property Damage Insurance in limits of not less than \$25,000/50,000 dollars and shall provide the Authority a Certificate showing the existence thereof.

SECTION 3

Verification of Tank Wagon Price is required of the contractor for the term of this Contract. A copy of the quote from the Journal of Commerce of the Tank Wagon Price as of each delivery date must be enclosed with each billing.

PLEASE NOTE:

Please submit a separate price for service contracts for nineteen (19) Scattered Sites.

A copy of the Service Contract Policy is required with all contract bids.

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LEXINGTON, MA 02420

We, the undersigned, hereby propose to furnish #2 Fuel Oil and nineteen (19) separate service contracts to the Lexington Housing Authority for the period beginning April 1, 2026 and ending April 1, 2029. If our proposal is accepted, we agree to conform strictly to the specifications furnished by the Lexington Housing Authority.

APPROXIMATE QUANTITY	GRADE	LOCATION	DELIVERED PRICE PER GALLON
10,000 Gallons 19 Service Contracts	#2 Fuel Oil	As Specified	Over tank wagon gallon _____ cents _____ per contract

Prices bid are for delivery at the following locations within the Town of Lexington (18) Eighteen Scattered Sites.

We propose to furnish oil refined by _____

The terminals from which deliveries will be made is located in _____
We own and operate _____ tank trucks during the burning season with capacity as follows: _____

I (We) hereby guarantee to supply #2 Fuel Oil requirements as above proposed.

SIGNED: _____ (Bidder)
ADDRESS: _____
DATE: _____

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LOCATION OF SCATTERED SITES*

130, 132, 134 North Street

50,88 ,90,96 Wood Street

7, 10 Avon Street

31 Tarbell Ave

39 Spring Street

5 Rangeway

39 Garfield Street

15 Earl Street

5 Davis Road

3 Alpine Street

120 Reed Street

11 Ash

25 Bedford St, contract only

*Also any other location which may be added by the Lexington Housing Authority subsequent to this Proposal.

LEXINGTON HOUSING AUTHORITY
One Countryside Village
Lexington, MA 02420

FORM OF NO-COLLUSIVE AFFIDAVIT
(GENERAL BIDDER)

STATE OF _____
COUNTY OF _____

Being first sworn, deposes and says:

That he is a _____
(Partner or Officer of the Firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, or to secure any advantage against the Lexington Housing Authority or any person interested in the proposed contact; and that all statements in said proposal or bid are true.

Signature Of:

Bidder (If the bidder is an Individual)

Partner (If the bidder is a Partnership)

Officer (If the bidder is a Corporation)

Subscribed and Sworn to Before Me This _____ Day of _____, 20____

Notary Public

My Commission Expires: _____

I hereby certify that a meeting of the Board of Directors of the _____

duly called and held at Location of Meeting on _____.

At which a quorum was present and acting, it was voted that

_____ be and hereby is authorized to execute and deliver for _____ and on behalf of the Corporation a Contract with Lexington Housing Authority to provide materials and services as stated in the proposal and bid submitted in the Town of Lexington.

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

_____ of the Corporation and that said vote has not been

Repealed, rescinded or amended.

A true copy of the record.

ATTEST:

(CORPORATE SEAL)

On this ____ day of _____ 2026, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)