

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE January 17, 2023

NUMBER 36-2023

**TITLE: A RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF #2 ULTRA LOW SULFUR DIESEL FUEL FOR THE CITY OF ORANGE CITY OWNED VEHICLES AND EQUIPMENT THROUGH THE MORRIS COUNTY CO-OPERATIVE PRICING COUNCIL CONTRACT #12 FROM GRIFFITH-ALLIED TRUCKING, LLC, dba ALLIED OIL, 25 OLD CAMPLAIN ROAD, HILLSBOROUGH, NEW JERSEY 08844 COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 IN THE AMOUNT NOT TO EXCEED \$200,000.00.**

**WHEREAS**, the City of Orange Township requires a firm to provide #2 ultra low sulfur diesel fuel to the City of Orange Township; and

**WHEREAS**, the City of Orange Township entered into a cooperative pricing agreement with the Morris County Co-Operative Pricing Council , a copy of which is attached hereto and made part hereof, for the purchase of diesel fuel; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto and made part hereof, certifying that monies are available in the Account No. 3-01-26-315-000-303 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with Griffith-Allied Trucking, LLC, dba Allied Oil.

**NOW, THEREFORE, BE IT RESOLVED** that the proper officers of the City of Orange Township are hereby authorized to enter into an agreement with aforesaid vendor for the purchase of #2 ultra low sulfur diesel fuel commencing January 1, 2023 through December 31, 2023 in an amount not to exceed \$200,000.00.

Adopted: **January 17, 2023**

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President

  
A. MIZRAHI  
CITY ATTORNEY

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspicifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Griffith-Allied Trucking, LLC  
dba Allied oil

Address: 25 Old Camplain Road

City: Hillsborough  
State: New Jersey  
Zip Code: 08844

Purpose: Purchase of Diesel fuel  
Vendor ID: GRIFF021

Temporary Budget: \$ 50,000.00  
Fund: Current Fund  
Line Description EVM - Equipment & Vehicle Maint. - Motor Fuel  
Account Numbers(s): CY'23 3-01-26-315-000-303

The remainder of: \$ 150,000.00  
will be provided in  
Fund: Current Fund  
Line Description EVM - Equipment & Vehicle Maint. - Motor Fuel  
Account Numbers(s): CY'23 3-01-26-315-000-303

Purchase Order # : 23-00068

Amount not to exceed: \$ 200,000.00

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Division Head

Date

*Nile Clements*

1/9/2023

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Chief Financial Officer

Date

# **AGREEMENT**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, between the City of Orange Township and **Griffith-Allied Trucking, LLC dba Allied Oil, 25 Old Camplain Road, Hillsborough, New Jersey 08844.**

**WHEREAS**, the City of Orange Township wishes to retain a firm for the purpose of **purchasing diesel fuel under the MCCPC #12** for the City of Orange Township, as specifically set forth in the attached proposal in the amount not to exceed **\$200,000.00** for the period of **January 1, 2023 through December 31, 2023.**

**WHEREAS**, the City of Orange Township wishes to retain **Griffith-Allied Trucking, LLC, dba Allied Oil** with offices located at **25 Old Camplain Road, Hillsborough, New Jersey 08844.**

**WHEREAS**, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified under the **MCCPC #12**; and

**WHEREAS**, the City Council of the City of Orange Township has, by **Resolution No. \_\_\_\_\_** dated \_\_\_\_\_ 2023, authorizes **Griffith-Allied Trucking, LLC, dba Allied Oil, 25 Old Camplain Road, Hillsborough, New Jersey 08844** for the purpose of **purchasing diesel fuel** as specified in the attached proposal.

**NOW, THEREFORE, BE IT AGREED** by and between the parties, for the mutual convenient set forth herein below:

1. **Griffith-Allied Trucking, LLC, dba Allied Oil** is hereby contracted by the City of Orange Township to provide services as specified in the attached proposal.

2. This agreement shall be effective commencing on **January 1, 2023** and terminating on **December 31, 2023**.
3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Griffith-Allied Trucking, LLC dba Allied Oil** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different

address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

9. The City may terminate this Agreement upon three days notice with **Griffith-Allied Trucking, LLC dba Allied Oil**. In the event that this agreement is deemed to be terminated, the City shall pay **Griffith-Allied Trucking, LLC dba Allied Oil** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

\_\_\_\_\_  
Joyce L. Lanier      Date  
City Clerk

\_\_\_\_\_  
Dwayne D. Warren, Esq.      Date  
Mayor

ATTEST:

Griffith-Allied Trucking, LLC  
dba Allied Oil  
25 Old Camplain Road  
Hillsborough, New Jersey 08844

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Signature      Date

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus      Date  
City Attorney





MORRIS COUNTY COOPERATIVE PRICING COUNCIL

A SHARED SERVICES SUCCESS STORY SINCE 1974

IDENTIFIER: 6MOCCP

# NOTIFICATION OF AWARD

## CONTRACT #12: #2 ULTRA LOW SULFUR DIESEL FUEL

Contract Period: (One Year) January 1, 2023 – December 31, 2023

Note: According to specifications bid amounts are subject to a fuel price adjustment if applicable pursuant to N.J.S.A. 40A:11-16e et seq.

### Notes:

- Fuel delivery must be made within two working days or portion thereof from time of initial notification
- Deliveries are to be made by a metered truck only
- All deliveries shall include a Bill of Lading to show type of fuel delivered along with a metered ticket
- Members should not accept any fuel deliveries without a ticket certifying that the correct percentage of kerosene is included in the delivery
- Up-charge consists of all costs associated with the delivery of the fuel, including but not limited to labor, profit, delivery charges, any fees or taxes, etc.
- Each invoice for ULSD dyed must certify the OPIS posted price on the day of delivery
- Members will make individual arrangements for automatic deliveries
- Scheduled automatic deliveries will expire and cease upon expiration of the contract
- Members must be afforded up to 45 days to pay invoices
- It is the vendor's responsibility to check and verify that storage tanks are properly registered in compliance with DEP before making deliveries

### VENDOR INFORMATION

Vendor: Griffith-Allied Trucking, LLC (dba Allied Oil)

Address: 25 Old Camplain Road, Hillsborough, New Jersey 08844

Contact Person: Josefina Marquez

Title: Bid Manager

Tel #: 908-575-7577, Ext. 4101

Fax #: 908-575-8833

E-Mail: jmarquez@alliedoilco.com

Vendor: Petroleum Traders Corporation

Address: P.O. Box 2357, Fort Wayne, Indiana 46801-2357

Contact Person: Joseph Vanderpool

Title: Contract Sales Manager

Tel #: 888-637-7661

Fax #: 260-203-3820

E-Mail: jvanderpool@petroleumtraders.com

Prices to exclude the cost of the federal excise fuel tax. Vendor is responsible for filing of rebate application.

Trucking and delivery cost per gallon added to cost of diesel fuel.

<b><u>VENDOR: Allied Oil</u></b>	
<b>Trade Name: Gulf Unbranded</b>	<b><u>Delivery Cost Per Gallon Added to Cost of Diesel Fuel</u></b>
<b>CATEGORY A: Tankwagon Deliveries: Under 7,500 gallons per delivery to one location</b>	
Delivery Cost (from approximately April 1 <sup>st</sup> to October 31 <sup>st</sup> ):	\$0.2188 / gallon
Delivery Cost (from approximately November 1 <sup>st</sup> to March 31 <sup>st</sup> ):	\$0.2288 / gallon
<b><u>VENDOR: Petroleum Traders</u></b>	
<b>Trade Name: Various (Gulf, Motiva, Global, Phillips)</b>	
<b>CATEGORY B: Bulk Deliveries: 7,500 gallons minimum delivery to one location</b>	
Delivery Cost (from approximately April 1 <sup>st</sup> to October 31 <sup>st</sup> ):	\$0.1165 / gallon
Delivery Cost (from approximately November 1 <sup>st</sup> to March 31 <sup>st</sup> ):	\$0.1365 / gallon

**Billing information:** Per the bid specifications, each invoice for ULSD dyed must certify the OPIS posted price on the day of delivery.



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 262  
TRENTON, N J 08646-0262

TAXPAYER NAME:  
GRIFFITH-ALLIED TRUCKING LLC

ADDRESS:  
25 OLD CAMPLAIN ROAD  
HILLSBOROUGH NJ 08844

EFFECTIVE DATE:  
04/23/18

TRADE NAME:  
ALLIED OIL

SEQUENCE NUMBER:  
2227614

ISSUANCE DATE:  
07/02/18

*James J. Dominick*  
Director  
New Jersey Division of Revenue

(04-08), D205848V

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Griffith-Allied Trucking, LLC DBA**

2 Business name/disregarded entity name, if different from above  
**ALLIED OIL**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts established outside the USA)

5 Address (number, street, and apt. or suite no.) See instructions.  
**25 OLD CAMPAIN ROAD**

6 City, state, and ZIP code  
**HILLSBOROUGH, NJ 08844**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
 See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

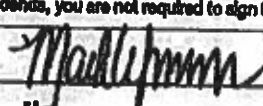
Social security number									
			-						
or									
Employer identification number									
8	2	-	5	0	9	3	0	5	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here:  Date: **6/24/18**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1099-home mortgage interest, 1099-E (student loan interest), 1099-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.