

INVITATION TO BID
No. 2 Heating Oil

October 12, 2022

Dear Bidders,

The Town of New Durham, New Hampshire invites you to bid on providing No. 2 Heating Oil, Propane, Gas, and/or Diesel for the Town to be delivered on an automatic basis to the locations indicated in Attachment A. The quantity listed for each location is an estimate only and is based on previous years' usage, and may increase or decrease to meet heating demands. The Town reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed with no impact to the bid price. The bid price shall be held for any additional gallons beyond the estimated usage for the duration of the contract.

In addition to the Town facilities listed on Attachment A, the Town includes the potential of up to 3,200 gallons of No. 2 Heating Oil in this solicitation to be delivered at various residential locations in the community as part of its Public Assistance Program.

The brand and quality of the products being offered shall conform to industry standards. All fuel 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 now installed or located at the places where deliveries are to be made.

Deliveries shall be made to the individual tank locations and it shall be the responsibility of the successful Bidder to verify each fill location and to maintain sufficient quantities at each location to assure proper operation. Failure to do so may result in the assessment of damages.

The expectation of the Town is for an automatic delivery system. The successful bidder shall at all times be responsible, where applicable, for maintaining sufficient fuel supply in all tanks that are on automatic fill and will be held liable for damages or loss resulting from insufficient fuel supply. Specifically, on any occasion that a tank runs out of fuel the supplier will incur the cost for any damage to the tank. If the tank runs out of fuel and the Town calls the supplier and requests a fill, the supplier will be required to fill the tank within three (3) hours. Failure to fill the tank within such time shall be considered a default and if the Town is forced to secure supply from a third party supplier, the primary supplier in default shall be responsible to reimburse the **Heating Oil Bid 2022-2023**.

Town for the difference between the delivered contract price and the price incurred on the open market. Proposals must also provide for emergency deliveries should facility use patterns change in response to a local emergency.

Heating Oil Bid 2022-2023

The bid structure shall consist of two options, of which a respondent may select either option or both, each of which will cover the following period: December 1, 2022– December 31, 2023.

Option #1 (Cost Plus) is to quote the cost of delivery per gallon over and above the wholesale price per gallon of the stated terminal being used (e.g. Sprague Energy for fuel oil). Invoicing for #2 fuel oil will be the Rack Price at the named terminal on the day of delivery plus the bid price provided.

Option #2 (Fixed Cost) shall consist of quoting a guaranteed fixed price per gallon.

The bid price shall not include Federal or State taxes or tolls. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms upon submission of the invoice and process same on behalf of the Town. **No “Hazardous Material Fees,” tank rental fees, or any other added charges, surcharges or fees beyond the bid price will be allowed.**

Sealed bid envelopes must be marked "**2022-2023 Heating Oil**" and be received by no later than 12:00 pm on Wednesday, October 26, 2022.

Delivery shall be as follows:

Mail to: Town of New Durham
 Heating Oil Bid
 PO Box 207
 New Durham, NH 03855

Hand Deliver to: Nicole Zoltko, Town Administrator
 New Durham Town Hall
 4 Main Street
 New Durham, NH 03855

Email: ndadmin@newdurhamnh.us

Heating Oil Bid 2022-2023

Respondents are to use the enclosed response form (Attachment B) to submit their proposal. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. All blank spaces for bid prices must be filled-in using both words and figures. Additional materials which clarify and/or supplement the response form may be attached to this form. No bids will be accepted by fax.

The Town reserves the right to request background information on the bidder such as place of incorporation, principal and local offices and years in operation. In addition, the Town reserves the right to request references from any and/or all bidders for evaluation. By submitting a bid, Bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract. The successful contractor will be required to provide a Certificate of Insurance evidencing that the Contractor has purchased insurance policies conforming to the minimum requirements indicated in Attachment C.

The Town of New Durham reserves the right to accept and/or reject any, all, or part of bids received, and to waive any technical or legal deficiencies/formalities in the bidding and to accept the bid proposal considered to be in the best interest of the Town. Although price is the main factor, vendors are advised that other factors may also be considered which may result in the award of a contract to a non-lowest price bidder. In the event of a tie, the owner reserves the right to further negotiate terms after bid opening with one or more bidders to determine which vendor offers the best overall value.

Payment terms are Net 30 days. Delivery slips shall be included with any invoicing and shall include which building received the fuel, how much fuel, time and date of delivery, and the driver.

The Town of New Durham assumes no responsibility or liability for costs incurred by proposers in responding to this Invitation to Bid or in negotiating a contract with the Town.

We thank you in advance for your participation.

Enclosures:

ATTACHMENT A - FACILITY LOCATIONS & VOLUMES

ATTACHMENT B - INVITATION TO BID RESPONSE FORM

ATTACHMENT C - INSURANCE REQUIREMENTS Heating Oil Bid 2022-2023

Heating Oil Bid 2022-2023

ATTACHMENT A

Town of New Durham, NH

Heating Oil Bid 2022/2023 (December 1, 2022, to December 31, 2023)

Unless indicated otherwise, locations should be set up for automatic delivery.

All locations utilize #2 heating oil.

Locations should be set up for automatic delivery, unless noted*

<u>Location</u>		<u>Tank Capacity</u>
Police Department:	4 Main Street New Durham, NH, 03855	(1) 500 gallon
Town Hall:	4 Main Street New Durham, NH 03855	(1) 500 gallon

Estimated Total: 3,200 gallons yearly

ATTACHMENT B

Town of New Durham, NH Due by Wednesday October 26, 2022 at 12:00 pm.

INVITATION TO BID RESPONSE FORM

TOWN OF NEW DURHAM HEATING OIL BID 2022-2023

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

#2 HEATING FUEL OIL OPTION#1: COST PLUS PRICE ABOVE WHOLESALE (DELIVERED).

_____ Dollars \$ _____ PER GALLON

#2 HEATING FUEL OIL OPTION#2: GUARANTEED FIXED PRICE (DELIVERED).

_____ Dollars \$ _____ PER GALLON

OIL TERMINAL SUPPLIER'S NAME: _____

ADDRESS: _____

DISCOUNT TERMS OFFERED: _____

Additional General Assistance Program Charges

1) Emergency/Off-Schedule Delivery: \$ _____

2) Fuel additive for outside fuel tanks: \$ _____

3) Furnace prime/restart: \$ _____

The undersigned, as a lawfully authorized agent for the above named Bidder/Contractor, has carefully examined the Invitation to Bid associated with this Proposal and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other

items or services needed to perform all the requirements for the delivery of the heating fuels specified above for the use of the Town of New Durham, NH.

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

SIGNED: _____ DATE: _____

(Duly Authorized)

PRINTED NAME & TITLE: _____

ATTACHMENT C

Town of New Durham, NH INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. Such coverage shall be in force throughout the length of this contract. **Insurance must cover the accidental discharge of fuel during the course of performance of this contract.**

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000 per occurrence and general aggregate.

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000 per occurrence and general aggregate.

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Worker's Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of New Durham as named Additional Insured. The contractor's insurance shall be primary in the event of a loss. The Town shall be listed as a Certificate Holder and identified as follows:

Town of New Durham

Attn: Town Administrator

4 Main Street

New Durham, NH 03855

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