

TOWN OF LEE, NEW HAMPSHIRE  
“ANNUAL FUEL BID”  
FY23

**INVITATION TO BID**

Sealed bid proposals, plainly marked with the “Annual Fuel Bid” on the outside of the mailing envelope, addressed to the Town Administrator – 249 Calef Hwy., Lee, NH 03861, will be accepted until 2:00 p.m., June 23, 2022 at which time they will be publicly opened and read aloud for the following estimated quantities:

#2 Heating Oil	8,000 gal.
Off Road ULS Diesel	6,000 gal.

Bid packages may be obtained by contacting the Town Administrator at the above address or on [www.leenh.org](http://www.leenh.org). Email questions to Andrew Robertson at [townadministrator@leenh.org](mailto:townadministrator@leenh.org).

This bid proposal represents the fuel purchases of three institutions which each reserve the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that they may deem to be in their individual best interest.

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**SCOPE OF WORK**

It is the intent of this proposal to establish a primary source of supply for #2 Heating Oil, Off Road ULS Diesel and Liquid Propane for Fiscal Year 2023 (Date of award through June 30, 2023.) **Please note, however, that the Town of Lee reserves the right to accept a proposal for propane separate from the Lee Church Congregational and/or the ORCSD; therefore, please indicate on your proposal form if there will be a cost difference if all one or more of the institutions select separate vendors.**

The annual consumption for each type of fuel is an estimate only and the Owner 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. See attached listings for tank sites and capacities. Tank sites and/or capacities may be changed during the course of the contract year. The brand and quality of the products being offered shall conform to industry standards. 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.

**Deliveries are to be billed separately and sent to:**

Town of Lee 249 Calef Hwy., Lee, NH 03861  
Oyster River Cooperative School District 36 Coe Drive, Durham, NH 03824 Lee  
Church Congregational, 17 Mast Rd, Lee, NH 03861

Each invoice must reference the fill location and include the fill ticket.

Each fuel type will be awarded separately; bidders are not required to submit bids for each type of fuel.

Bids are being solicited on Price per gallon markup.

The markup amount shall be firm for the contract period, which will be from the award date through **June 30, 2023. All bid prices shall include any and all surcharges and fees.**

**The Owner is exempt from any and all Federal Excise Taxes and the NH Road Toll.**

All bid prices shall be FOB delivery location.

**#2 Heating Fuel and Diesel are to be priced based on the Sprague rack previous days' closing price in Newington, NH. Propane is to be priced based on the most recent listing of the Mont Belvieu, TX average price per gallon in the Butane Propane News pricing and supply prior to each delivery.**

Through the term of the contract, the successful bidder shall be subject to the insurance requirements and indemnity provisions as shown in Attachment A hereto.

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The successful Bidder shall, upon Notice of Award, furnish a Certificate of Insurance showing general liability, automotive, and worker’s compensation in the amounts required by this Bid.

The Owner 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 Owner 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 fuels to be provided under this bid.

Addenda to this bid document, if any, including written answers to questions, will be posted on the Town of Lee website at [leenh.org](http://leenh.org) under the “Bids & RFP’s” section. Addenda and updates will NOT be sent directly to firms. Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should indicate receipt of the addenda on their proposal. Failure to do so may result in disqualification.

**This bid proposal represents the fuel purchases of three institutions which each reserve the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that they may deem to be in their individual best interest.**

**#2 Heating Oil**

**Tank Sites and Capacities**

Tank Location	Highway Annex 4 Recycling Center Rd, Lee
Tank Size	(2) 275 gal. tanks
Estimated Consumption	2,000 gallons– automatic deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861

Tank Location	Highway Garage 6 Recycling Center Rd, Lee
Tank Size	(1) 275 gal tank
Consumption	incl. w/Highway Annex– automatic deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861

Tank Location:	Public Safety Complex 20 George Bennett Rd., Lee
Tank Size:	(2 tanks) 275 gallon
Estimated Consumption:	6,000 gallons– automatic deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861

**Off Road ULS Diesel**

**Tank Sites and Capacities**

Tank Location:	Lee Highway Garage 6 Recycling Center Rd, Lee
Tank Size:	500 gallon
Estimated Consumption:	5,000 gallons – automatic deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861

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Tank Location:	Transfer Station 11 Recycling Rd., Lee
Tank Size:	500 gallon
Estimated Consumption:	850 gallons – will call for deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861
Tank Location:	Public Safety Complex 20 George Bennett Rd., Lee
Tank Size:	<b>200</b> gallon Generator
Estimated Consumption:	<b>unknown</b> – will call for deliveries
Invoice sent to:	Town Offices 249 Calef Hwy., Lee, NH 03861

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**BID PROPOSAL FORM**  
**FY 2023 Annual Fuel Contract**

To the Town of Lee, New Hampshire, herein called the Owner, the undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The Bidder has carefully read and examined the bid documents and agrees to be bound by the terms and conditions set forth therein;
5. The Bidder understands that the Bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the bid documents in the manner and within the time therein set forth, and that the Bidder will take in full payment therefore the following item prices as set forth below.

**Bids are to be submitted on this form**, in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Bid Proposal name as it appears at the top of the Proposal Form.

Owner reserves the right to reject any and all bids and to use good judgment in the determination of fair value. Although price is the main factor, vendors are advised that other factors will 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.

The undersigned further agrees to provide and deliver #2 Heating Oil, Liquid Propane, and/or Off Road ULS Diesel to the Owner, FOB the delivery locations, as per the bid documents, as follows:

**The markup price shall be firm for the contract period, which will be from the date of award until June 30, 2023 (or June 30, 2025 as indicated below)**

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**BID PROPOSAL FORM**  
**2023 Annual Fuel Contract**

**1) #2 Heating Oil**

Price per gallon, markup over Sprague rack \$\_\_\_\_\_

**Delivered** Price as of June 20, 2022 \$\_\_\_\_\_

**2) Off Road ULS Diesel**

Price per gallon, markup over Sprague rack \$\_\_\_\_\_

**Delivered** Price as of June 20, 2022 \$\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**Please be sure to indicate if there will be a price difference if one or more entities select a different propane vendor.**

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**BID PROPOSAL FORM**  
**2023 Annual Fuel Contract**

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.

Submitted by: \_\_\_\_\_  
(PRINT NAME AND TITLE)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_) \_\_\_\_\_ email \_\_\_\_\_

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**ATTACHMENT A**  
**INSURANCE & INDEMNIFICATION REQUIREMENTS**

**Insurance must cover the accidental discharge of fuel during the course of performance of this contract.**

The Vendor agrees that it will carry any and all insurance which will protect it, the Owner and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Vendor whether such operations be performed by the Vendor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Vendor further agrees that the Owner and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Owner.

Prior to commencing work, the Vendor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Vendor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Owner.

The Vendor will furnish to the Owner a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Owner and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.

The Vendor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits. The Vendor's worker's compensation coverage must waive subrogation against the Owner and its officials, agents, volunteers and employees.

**ADDITIONAL INSURED**

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Lee, New Hampshire, Lee Church Congregational, and Oyster River Coop School District as named Additional Insured.

Each of the three parties (Town of Lee, Lee Church Congregational, and Oyster River Coop School District) shall be listed as a Certificate Holder.



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**ATTACHMENT A**  
**INSURANCE & INDEMNIFICATION REQUIREMENTS**

To the fullest extent permitted by law, Vendor shall protect, indemnify, save, defend and hold harmless the Owner, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Vendor or its agents, employees, Vendors or sub-vendors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor’s officers, employees, Vendors, sub-vendors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Vendor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The Owner shall not be required to defend or indemnify the Vendor, any sub-vendor or any professional service provider.