

CITY OF PORTSMOUTH  
PORTSMOUTH, NH  
Purchasing Department

“Annual Fuel Bid - #01-10”

INVITATION TO BID

Sealed bid proposals, plainly marked with the “Annual Fuel Bid, Bid #01-10” on the outside of the mailing envelope and the sealed bid envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801, will be accepted until 2:00 p.m., June 19, 2009 at which time they will be publicly opened and read aloud for the following:

Annual Contracts	#2 Heating Oil
	Biodiesel Fuel
	Unleaded Gasoline

Bid packages may be obtained from the City’s web site: [www.cityofportsmouth.com](http://www.cityofportsmouth.com), or by contacting the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator. **Continue below for the complete bid.**

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

CITY OF PORTSMOUTH  
PURCHASING DEPARTMENT  
PORTSMOUTH, NEW HAMPSHIRE

“ANNUAL FUEL BID”

It is the intent of this proposal to establish a primary source of supply for #2 Heating Oil, Bio Diesel Fuel and Unleaded Gasoline for Fiscal Year 2010 (Date of award through June 30, 2010).

The annual consumption for each type of fuel is an estimate only and the City reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed. 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. Bidders shall specify the name and location of their wholesale supplier. 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 City of Portsmouth’s payment terms are net 30 days. Invoices are to be sent separately to the City of Portsmouth, Public Works Department, 680 Peverly Hill Road, Portsmouth, NH 03801. Each invoice should reference the fill location.

#2 Heating Oil, Biodiesel Fuel and Unleaded Gasoline bids will be awarded separately; bidders are not required to submit bids for each type of fuel. Bids are being solicited on:

Cost per gallon markup over wholesale price  
Guaranteed Price basis.

The markup or guaranteed price shall be firm for the contract period, which will be from the date of award until **June 30, 2010**. **All bid prices shall include any and all taxes, surcharges, and fees.** All bid prices shall be FOB delivery location. The City will make the final determination as to which method of purchasing fuel is in the best interest of the City.

**B-20 BIODIESEL BLEND STOCK REQUIREMENTS:**

The Public Works Department requests B-20 biodiesel fuel blend on a year round basis. The B-20 biodiesel product supplied shall be formulated utilizing “premium ultra low sulfur #2” blend stock on a year round basis. Below are the guidelines for the minimum protection cloud points required. All fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order.

**ADDITIVE WINTER PREMIUM DIESEL CLOUD POINT REQUIREMENTS:**

- October 1<sup>st</sup> through December 14<sup>th</sup> – B-20 fuel delivered with a required cloud point that meets or exceeds +8 degrees F cloud point
- December 15<sup>th</sup> to March 14<sup>th</sup> – B-20 fuel delivered with a required cloud point that meets or exceeds +5 degrees F cloud point
- March 15<sup>th</sup> to September 30<sup>th</sup> – B-20 fuel delivered with a required cloud point meets or exceeds +20 degrees F cloud point

Through the term of the award July 1, 2009 through June 30, 2010 bidder shall be subject to the insurance requirements and indemnity provision as shown in Attachment A hereto.

The successful bidder shall, upon Notice of Award, furnish the following:

- 1) List of vehicles to be used to service the accounts, including year, make and capacity;
- 2) Certificate of Insurance showing general liability, automotive and worker's compensation in the amounts required by this Bid.
- 3) Posted wholesale price, when requested.

The City of Portsmouth 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 City of Portsmouth 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.

The bidder will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's performance or non-performance of its obligations under this contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

**Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. 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 print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.**

**The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.**

CITY OF PORTSMOUTH  
PURCHASING DEPARTMENT  
PORTSMOUTH, NEW HAMPSHIRE

**BIODIESEL FUEL**

Tank Location: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth New Hampshire

Tank Size: 10,000 gallons

Estimated Annual  
Quantity: 40,000 gallons

Invoices to be mailed to: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

**UNLEADED GASOLINE**

Tank Location: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth New Hampshire

Tank Size: 5,000

Estimated Annual  
Quantity: 75,000 gallons

Invoices to be mailed to: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

CITY OF PORTSMOUTH  
PURCHASING DEPARTMENT  
PORTSMOUTH NEW HAMPSHIRE

**#2 Heating Oil**  
**Tank Sites and Capacities**  
**City of Portsmouth**

<u>Tank Location:</u>	<u>Tank Size:</u>	
Pierce Island Wastewater Treatment Plant	One	2,000 gallon tank and
200 Pierce Island	One	4,000 gallon tank
Portsmouth, NH 03801		
Estimated Consumption:	4500-5000 gallons	

Invoices to be mailed to: Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

CITY OF PORTSMOUTH  
PURCHASING DEPARTMENT  
PORTSMOUTH NEW HAMPSHIRE

**BID PROPOSAL FORM**

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**Annual Fuel Bid #01-10**

**2009-2010 Annual Fuel Contract**

To the City of Portsmouth, 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.

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

The undersigned further agrees to provide and deliver #2 Heating Oil, Blended Biodiesel Fuel and/or Unleaded Gasoline to the City of Portsmouth, FOB the delivery locations, as per the bid documents, as follows:

**The markup or guaranteed price shall be firm for the contract period, which will be from the date of award until June 30, 2010.**

**1) #2 Heating Oil**

**OPTION A:** Cost per gallon, markup over wholesale \$\_\_\_\_\_

**OPTION B:** Guaranteed Price \$\_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**BID PROPOSAL FORM**  
**Page 2 of 3**

**2) Biodiesel Blend**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**3) Unleaded Gasoline**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

CITY OF PORTSMOUTH  
PURCHASING DEPARTMENT  
PORTSMOUTH NEW HAMPSHIRE

**BID PROPOSAL FORM**  
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**Annual Fuel Bid #01-10**  
**2009-2010 Annual Fuel Contract**  
**(Continued)**

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: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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



**INSURANCE REQUIREMENTS**  
**Attachment A**

The bidder shall purchase and maintain, throughout Fiscal Year 2010 insurance of the limits and types specified below from an insurance company approved by the City.

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. **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 - \$2,000,000  
Per occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate

(excess or umbrella coverage may satisfy requirements)

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers 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.

**EVIDENCE OF INSURANCE**

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of this contract. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

Insurance coverage is subject to approval by the City Attorney.