

CITY OF PORTSMOUTH
DEPARTMENT OF PUBLIC WORKS
PORTSMOUTH, NEW HAMPSHIRE

“Annual Fuel Bid - # 32-24”
INVITATION TO BID

The City of Portsmouth is soliciting bids for its primary supply and emergency supply of fuel.

Sealed bid proposals, plainly marked with the **“Bid 32-24 “Annual Fuel Bid,” on the outside of the mailing envelope and the sealed bid envelope”**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue 3rd Floor, Portsmouth, NH 03801 will be accepted until **Wednesday February 28, 2024 @ 2:00 p.m.** at which time they will be publicly opened and read aloud for the following:

Annual Contracts:

Biodiesel Fuel
Unleaded Gasoline
Blended Diesel/Kerosene
Dyed Off-Road Diesel

Bid packages may be obtained from the City’s web site, www.cityofportsmouth.com/finance/purchasing, 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 www.cityofportsmouth.com/finance/purchasing under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator at purchasing@cityofportsmouth.com by February 19, 2024 @ 4:00 p.m.

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
DEPARTMENT OF PUBLIC WORKS
PORTSMOUTH, NEW HAMPSHIRE

“ANNUAL FUEL BID”

Intention

The City is seeking proposals to establish pricing for our primary supply of biodiesel fuel, unleaded gasoline, blended diesel/kerosene, and dyed off-road diesel for Fiscal Year 2025 (July 1, 2024, through June 30, 2025).

Special Instructions

The annual consumption of 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 and emergency or temporary needs may arise during the course of the contract year.

The brand and quality of the products being offered shall conform to industry standards. Bidders, also referred to as Vendors, shall specify the name and location of their wholesale supplier. Timely deliveries, within 24 hours of request, 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. The City reserves the right to purchase fuel from another vendor if sufficient quantities are not maintained at each location.

Each type of fuel will be awarded separately. Bidders may submit a bid for each individual item. This bid does not require any bidder to submit an "all-or-nothing" bid. The City anticipates awards to multiple suppliers.

Bid pricing shall be based on cost per gallon markup over wholesale price or guaranteed price. The markup or guaranteed price shall be firm for the contract period, which will be from July 1, 2024 until June 30, 2025. 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.

General Instructions

1. Preparation of Bid Proposal

The bidder shall submit the proposal upon the form furnished by the City (included). All figures shall be in ink or typed. Corrections shall be in ink or typed, and initialed. The bidder's proposal must be signed by an employee, officer or agent of the corporation legally qualified to do so with title clearly noted.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing 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.

2. Disqualification

Bid proposals may be disqualified and rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the City or if the form is altered;
- b) If the proposal contains unauthorized additions, conditions or altered bids;
- c) Evidence of collusion among bidders;
- d) Failure to submit all required information as requested in the specifications;
- e) Disqualification is in the best interest of the City.

3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals will not be accepted.

4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw the proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

Award

Within 30 calendar days after the opening of bids, awards will be made separately for each fuel to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidders will be notified by e-mail that the bid has been accepted.

The award shall not be considered official until such time that a Purchase Order, fully executed City of Portsmouth contract, or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Nondiscrimination

Any entity that enters a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of City funds shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Reservation of Rights

The City reserves the right to reject any or all bids, to waive technicalities, and to advertise for new bids, if in the judgment of the City, the best interest of the City of Portsmouth will be promoted thereby. The City also reserves the right to request corporate and background information on the bidder and to request references.

Terms of Award

Those successful bidders (“Suppliers”) to whom an award is made shall within ten (10) days of receipt of the Notice of Award furnish the following:

- 1) List of vehicles to be used to service the accounts, including year, make and capacity, whether gravity fed or pump trucks with capacity will be used, and proof the truck is equipped with vapor recovery;
- 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.

During July 1, 2024 through June 30, 2025 the supplier shall:

- 1) Be subject to the insurance requirement in Attachment A;
- 2) Comply with all state and federal requirements for the transportation, storage and handling of the fuels to be provided under this bid;
- 3) Indemnify and hold harmless the Owner from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys’ fees) arising in any way out of the Contractor's breach of, or failure to perform any obligation of Contractor under this Award/Agreement. 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;
- 4) Allow for the consumption of Emergency fuel purchased at outside Vendors where applicable.
- 5) Adjust to temporary and emergency tank adjustments when necessary.
- 6) Meet the fuel and delivery specifications described in this bid document regardless of holidays and staffing issues.
- 7) Send separate invoices for each delivery to the City of Portsmouth, Public Works Department 680 Peverly Hill Road, Portsmouth, NH 03801. Each invoice shall reference the fill location. The City of Portsmouth’s payments terms are Net 30 days.

FUEL REQUIREMENTS**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

- December 1st through to March 15th – B5 fuel delivered with a required cloud point that meets or exceeds -5° F cloud point.
- March 15th to September 30th – B-20 fuel delivered with a required cloud point meets or exceeds +20° F cloud point.

DYED AG OFF-ROAD DIESEL

The Public Works Department requests #1 Diesel Off-Road, red, for generators/equipment on a year-round basis.

#1 & #2 BLENDED DIESEL/KEROSENE REQUIREMENTS

The Public Works Department requests Blended Diesel/Kerosene for generators on a year-round basis.

TANK SITES AND CAPACITIES

BIODIESEL FUEL

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

Tank Size: 12,000 Gallon Tank-Current condition
10,000 Gallon Tank-Following replacement noted below.

Estimated Annual Quantity: 75,000 Gallons

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

Note: A new fueling station is scheduled to be built in the second quarter of 2024. The tank size will decrease at that time.

UNLEADED GASOLINE

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

Tank Size: 5,000 Gallon Tank-Current condition
10,000 Gallon Tank -Following replacement noted below.

Estimated Annual Quantity: 75,000 Gallons

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

Note: A new fueling station is scheduled to be built in the second quarter of 2024. The tank size will increase at that time.

DYED OFF-ROAD DIESEL FUEL

Tank Location: Madbury Plant High Service Building
60 Freshet Rd
Madbury, NH 03823

Tank Size: 330 Gallon Tank

Estimated Annual Quantity: 400 Gallons

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

Tank Location: Madbury Plant
60 Freshet Rd
Madbury, NH 03823

Tank Size: 275 Gallon Tank Skid Steer

Estimated Annual Quantity: 900 Gallons

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

Tank Location: Newington Pump Station
162 Arboredum Dr
Newington, NH 03801

Tank Size: 555 Gallon Tank generator

Estimated Annual Quantity: 150 Gallons

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

Tank Location: Foundry Parking Garage
100 Foundry Place
Portsmouth, NH 03801

Tank Size: 300 Gallon Tank generator

Estimated Annual Quantity: 120 Gallons

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

Tank Location: Portsmouth High School
50 Alumni Drive
Portsmouth, NH 03801

Tank Size: 1250 Gallon Tank generator

Estimated Annual Quantity: 600 Gallons

Invoices to be mailed to: Portsmouth Fire Dept.
re: EOC
170 Court Street
Portsmouth, NH 03801

Tank Location: Fire Station 1
170 Court Street
Portsmouth, NH 03801

Tank Size: 100 Gallon Tank generator

Estimated Annual Quantity: 50 Gallons

Invoices to be mailed to: Portsmouth Fire Dept.
170 Court Street
Portsmouth, NH 03801

Tank Location: Portsmouth City Hall
1 Junkins Ave.
Portsmouth, NH 03801

Tank Size: 1574 Gallon Tank generator
Estimated Annual Quantity: 600 Gallons
Invoices to be mailed to: Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

BLENDING DIESEL/KEROSENE FUEL – GENERATOR

Tank Location: Mechanic St Pump Station
113 Mechanic Street
Portsmouth, NH 03801
Tank Size: 700 Gallon Tank
Estimated Annual Quantity: 500 Gallons
Invoices Mailed to: Pump Stations
Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

Tank Location: Deer St Pump Station
2 Deer Street
Portsmouth, NH 03801
Tank Size: 650 Gallon Tank
Estimated Annual Quantity: 450 Gallons
Invoices Mailed to: Pump Stations
Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

Tank Location: Lafayette Rd Pump Station
630 Lafayette Road
Portsmouth, NH 03801
Tank Size: 1000 Gallon Tank
Estimated Annual Quantity: 1,100 Gallons

Invoices Mailed to: Pump Stations
Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

Tank Location: Gosling Rd Pump Station
120 Gosling Road
Portsmouth, NH 03801

Tank Size: 225 Gallon Tank

Estimated Annual Quantity: 300 Gallons

Invoices Mailed to: Pump Stations
Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

Tank Location: Heritage Ave. Pump Station
329 Heritage Ave.
Portsmouth, NH 03801

Tank Size: 300 Gallon Tank

Estimated Annual Quantity: 300 Gallons

Invoices Mailed to: Pump Stations
Portsmouth Public Works Department
680 Peverly Hill Road
Portsmouth, NH 03801

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BID PROPOSAL FORM

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Annual Fuel Bid # 32-24

2024-2025 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, including the obligation to indemnify, 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 Blended Biodiesel Fuel, Off-Road Diesel, Blended Diesel/Kerosene 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 July 1, 2024 until June 30, 2025.

Each type of fuel will be awarded separately.

BID PROPOSAL FORM

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1) 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 _____

2) 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 _____

BID PROPOSAL FORM

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3) Blended Diesel/Kerosene

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 _____

4) Dyed Off-Road Diesel

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 _____

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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 2025 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 Contractor by anyone directly or indirectly employed by Contractor. **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.