



4 Hall Avenue • PO Box 496
Henniker, New Hampshire
428-3333 • 938-5335

September 16, 2020

Joseph Devine Jr
Town Administrator
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242

Dear Mr. Devine,

Ayer and Goss is pleased to offer the following Prepaid Fixed Price Bid for the 2020-2021 heating season to begin at the time a signed agreement is completed and ending when the committed volumes are delivered or May 31, 2021, whichever comes first:

#2 Heating Oil – 7,600 gallons at \$1.899 to the locations included in the bid request

Propane – 11,600 gallons at \$1.349 to the locations included in the bid request

Pricing is effective on 9/18/2020 and valid for 5 business days, until 9/25/2020, then subject to change with changes in commodity markets.

A sample of our Prepaid Fixed Price Agreement is attached for your review.

Thank you for the opportunity and we look forward to continuing our relationship here in this great place – The Only Henniker on Earth!

A handwritten signature in black ink that reads "Claudette Townsend". The signature is written in a cursive, flowing style.

Claudette Townsend
Manager, Ayer and Goss

FUEL OIL and Propane Guaranteed Price Contract for the 2020-2021 Heating Season

THIS OFFER IS AVAILABLE FOR A LIMITED TIME ONLY. Due to market conditions, the price is subject to change after 9/25/2020 without notice and is not guaranteed until a signed agreement is executed by both parties.

This contract is to confirm that the Town of Henniker (acct# 6662, 5901) agrees with **Ayer & Goss, Inc.** to purchase **heating oil and propane** to be consumed during the 2020-2021 heating season, which begins on or after September 1, 2020 and ends on May 31, 2021, according to the following contract:

Prepaid Fixed Price PLAN Payment is due Upon Signing of the Agreement unless otherwise agreed

7,600 gallons of Fuel oil at **\$1.899** (cash/ck) per gallon
(fixed, non-fluctuating price) Total cost \$14,432.40

11,600 gallons of Propane at **\$1.349** (cash/ck) per gallon
(fixed, non-fluctuating price) Total cost \$15,648.40

By signing below, you accept this agreement in its entirety, **including additional terms on reverse side.**

SIGNATURES _____
Customer

Ayer & Goss

Date _____

Date _____

Additional Terms and Information

- Ayer & Goss, Inc. guarantees to deliver the contracted gallons of fuel on our automatic delivery during the heating season. Final deliveries of contracted fuel will be made at the end of the heating season. Any gallons delivered above the contracted volume will be priced at the market price on the day of delivery.
- Automatic deliveries will continue after your contracted gallons are gone, unless you notify our office in writing and instruct us to stop deliveries, in which case your final contracted fixed price delivery must meet our minimum delivery requirements.
- The customer guarantees to take delivery of the fuel purchased at the fixed, non-fluctuating price as stated above and agrees that Ayer & Goss, Inc. will be their sole provider of fuel for this location.
- If less than 90% of the contracted fuel is consumed, we reserve the right to assess a penalty, which will be calculated based on the unused contracted gallons.
- Any credit balances left will be applied to the next year's contract or refunded.
- The prepay and budget payments are to be used to pay for the agreed contracted gallons of fuel only. **Any other charges, such as propane, must be paid for from the invoice. (Monthly statements will not be sent when an account has a credit balance.)**
- **Customers may track account balances and/or make payments via our website: www.ayerandgoss.com**
- If we are doing an ACH/EFT and payment is denied for any reason, such as incorrect information or lack of funds, any fees assessed by our bank may be passed on to the customer. If an auto EFT payment is denied due to lack of funds in your bank account, the price per gallon may increase by 10 cents for the remainder of the contract.
- Ayer & Goss, Inc. cannot be held responsible for any interruptions in fuel oil or propane supply or changes due to circumstances beyond our control, including incidents or regulations involving the federal government, foreign policy or production; and disasters or acts of God which may limit the supply of fuel temporarily or permanently.
- The customer agrees to ensure safe access to their oil fills and propane tanks, cleared of ice, snow or other obstructions. Please remember that our delivery trucks are about two feet wider than a passenger car and much taller. If we are unable to safely access your tanks to make a delivery, we will not be responsible for an interruption in service or for any damages or related problems due to an out of fuel situation.
- Ayer & Goss, Inc. will not be held responsible for normal maintenance that must be done to customer's driveway and/or property as the result of deliveries made by our vehicles.

POSTED Sept. 4, 2020

Town of Henniker, NH Bid Request

The Town of Henniker is currently seeking individual bid quotes for the 2020-2021 heating season and for the following fuels and amounts.

1. 7,600 gallons of #2 Heating Oil
2. 11,600 gallons of propane

Vendor must accommodate town with automatic fill during winter season.

Vendor must guarantee a PREPAID RATE FOR EACH FUEL (#2 OIL AND PROPANE).

Send or deliver Bid proposals to Selectmen's Office no later than **Friday, September 18, 2020 at 10 am.**

The Town will return late submissions unopened.

The Board of Selectmen also reserve the right at their sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

Send sealed bid to:

**Joseph Devine Jr
Town Administrator
Town of Henniker
18 Depot Hill Road
Henniker, NH 03242**

And clearly mark on outside of envelope:

Attn.: Fuel Bid

Delivery Estimates for the 2018-2019 Season

Propane

Grange 1300

Community Center 1800

Fire 3300

Highway 1500

Cogswell Spring 2500

Police Generator 500

WWTP (all propane usage) 700

Total 11,600

Oil

Town Hall 2600

Police Station 1500

WWTP Belt Press 1700

Tucker Free Library 1800

Total 7600