



FUEL BID 2021-2022

September 20, 2021

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

Received by
TOWN OF HENNIKER
New Hampshire
SEP 21 2021
Selectmen's Office

Dear Mr. Devine,

Thank you for giving Ayer & Goss Inc. the opportunity to provide you with a proposal for Propane and #2 Heating Oil. Along with this letter you will find our offerings for both products for the 2021-2022 heating season.

All of us here at Ayer & Goss want to thank you for your long-standing customer relationship and community support. We are proud to have served your heating fuel needs as well as providing quality gasoline and diesel at our fuel islands. With this bid we will continue to provide a discounted rate at both of our fuel islands in Bradford and Henniker to the different Town of Henniker departments as we have done for many years.

Thank you again for the opportunity to present this proposal and to provide you with reliable propane and fuel oil service. Please feel free to contact us at 428-3333 or Info@ayerandgoss.com.

Sincerely,

Your Ayer & Goss Team

Nicole, Cheryl, Amy, Kate, Bill, Jim, Chris, Mike, Eric & Liberty

Ayer & Goss, Inc. ~ P.O. Box 496 ~ Henniker, NH 03242 ~ 428-3333

Fuel Oil and Propane Guaranteed Price Contract for the 2021- 2022 Heating Season

THIS OFFER IS AVAILABLE FOR A LIMITED TIME ONLY. Due to market conditions, the price is subject to change after 10/01/2021 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 **#2 Heating Oil and Propane** to be consumed during the 2021-2022 heating season, which begins on or after September 1, 2021 and ends on May 31, 2022, 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 **\$2.399** (cash/ck) per gallon Total cost \$18,232.40
(fixed, non-fluctuating price)

11,600 gallons of Propane at **\$1.699** (cash/ck) per gallon Total cost \$19,708.40
(fixed, non-fluctuating price)

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

SIGNATURES _____
Customer

Ayer & Goss

Date _____

Date _____

AYER & GOSS, INC.

PRICE PROTECTION PROGRAM

Contract Terms for Residential Fixed Price Program

You must return this signed Agreement with your payment within 5 business days to guarantee the sale of fuel at the quoted price per gallon.

This Contract provides that Ayer & Goss, Inc. will sell, and the above-named customer, heirs, and/or assignees ("You") will buy exclusively from AYER & GOSS, INC., the gallons of product shown ("Committed Gallons") for the period shown ("Contract Period") at the price shown, including all taxes except sales and use tax, to be delivered at the following address(es) shown under the following conditions:

1. **Prepayment Terms:** You shall prepay the entire amount due (shown including applicable taxes). All gallons delivered will be temperature compensated.
2. **Requirements Purchase Obligation:** You shall purchase from AYER & GOSS, INC. ALL requirements of the fuel type indicated for the Contract Period, even if the amount of such gallons exceeds the Committed Gallons listed, and shall not purchase from any other source during such period. The price of any fuel purchased in excess of the Committed Gallons will be Ayer & Goss, Inc.'s standard daily retail price per gallon in your area as of the delivery date.
3. **Payment Terms Service and Equipment:** Charges to your account beyond the fuel charges described above shall be paid in full by the due date of the invoice.
4. **Automatic Delivery:** AYER & GOSS, INC. will deliver to the address(es) listed on the enrollment form automatically, based upon projections calculated from historical consumption and weather. You should notify AYER & GOSS, INC. of any changes in consumption expectations. AYER & GOSS, INC.'s failure to automatically deliver does not void any other terms of this Agreement. Also, please keep the path to the fill location clear for AYER & GOSS, INC.'s driver.
5. **Limitation of Liability:** AYER & GOSS, INC. shall not be liable for any indirect or consequential damages whatsoever. Furthermore, AYER & GOSS, INC. shall not be liable for damages incurred as a result of failure or delay in delivery of fuel as a result of circumstances beyond AYER & GOSS, INC.'s control, including but not limited to, force majeure, supplier interruptions, government mandated allocation, your failure to notify AYER & GOSS, INC. of consumption changes, or your failure to keep the fill location clear.
6. **New Taxes:** The Contract Price set forth may be increased by an amount equal to the increment of new taxes imposed on fuel sales not in effect at the time this Agreement was made.
7. **Termination by AYER & GOSS, INC.:** AYER & GOSS, INC. may terminate this Agreement and pursue legal remedies if You breach this Agreement in any way, including failing to pay for goods and services and/or the Committed Gallons covered by this Agreement, and/or by notifying AYER & GOSS, INC. that you do not intend to fulfill the purchase requirements in paragraph 2, AYER & GOSS, INC. may elect to cease deliveries and pursue damages and/or Liquidated Damages as set forth below.
8. **Damages, and Liquidated Damages:** If You do not make any payment when required or otherwise breach in any way, AYER & GOSS, INC. shall be entitled to damages, reasonable costs of collection or attempted collection, and reasonable attorneys' fees. For instance, if You fail to purchase all of the Committed Gallons from AYER & GOSS, INC., or if You purchase fuel from another source during the Contract Term, AYER & GOSS, INC. shall be entitled to, at a minimum, Liquidated Damages calculated as follows: (Committed Gallons, minus delivered gallons) times the greater of \$1.00 per gallon, or 50% of the Contract Price per gallon, such amount to be paid within 10 days following the end of the Contract Term or the date of Your breach, whichever is earlier. These liquidated damages reasonably approximate actual damages to compensate AYER & GOSS, INC. for costs and risks incurred in securing fuel quantities and prices to satisfy the Committed Gallons. In addition, you shall pay any outstanding amounts for all delivered goods and services.
9. **NOTICE OF PRICE RISK TO CONSUMER:** The fixed price in this Agreement is based upon market conditions prevailing at the time of signing. You understand and agree that the price is fixed for the season regardless of whether market price goes up or down. You are agreeing to all of the Committed Gallons regardless of weather conditions reducing your fuel requirements.
10. **Fixed Price Contract Compliance:** AYER & GOSS, INC.'S performance is secured by fixed price contracts and inventory in compliance with NH - R.S.A. §339:79.
11. **THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT IS NOT BINDING UNTIL A SIGNED COPY IS RECEIVED BY AYER & GOSS, INC. BY THE DEADLINE SPECIFIED ABOVE.**