

June 18th, 2010

Request for Proposals
Fuels – Propane, Diesel Fuel and #2 Fuel Oil

Town of Bristol

You are cordially invited to submit a proposal for fuels in accordance with the attached specifications, terms and conditions. Prospective bidders are advised to read this information over carefully prior to submitting a bid.

All Proposals must be submitted in a **sealed envelope, plainly marked:**

"Request for Proposal - Fuels"

Town of Bristol, Selectmen's Office

c/o Kelly Lacasse

230 Lake Street

Bristol, NH 03222

All Bids must be received no later than July 30, 2010 at 4:00 p.m.

Proposals must be reviewed and approved by the Town Administrator and the Board of Selectmen.

Complete copies of the Request for Proposal are available from the Selectmen's Office at 230 Lake Street, Bristol, NH 03222 or on-line at www.townofbristolnh.org.

All proposals received will be considered confidential and not available for public review until after a Supplier has been selected.

The Parties reserve the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the Parties, or to purchase on the open market if it is considered in the best interest of the Parties to do so.

Suppliers may submit any supporting information that will be beneficial in evaluating supplier and supplier proposals. This Solicitation does not obligate Parties to negotiate a contract with any supplier. **Suppliers must provide 1 original and 5 copies of the full proposal.**

LATE PROPOSALS/BIDS: Any bids received after specified date and time will not be considered, nor will late bids be opened.

PAYMENT TERMS: It is the custom to pay bills within 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

BID RESULTS: The Selectmen's Office will NOT respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and his total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to the Town of Bristol after a bid opening and asking to look through the file; by visiting our website at www.townofbristolnh.org, or by sending a written request for the bid analysis along with a self-addressed stamped envelope.

The Town of Bristol requests the services of a qualified firm to provide fuel supply for the Facilities provided herein. General information and specifications are as follows.

General Information

The fuel types included in this solicitation are #2 Fuel Oil, Diesel and Propane. We understand that some firms may desire to bid on some fuels and not on others. This solicitation requests proposals for supply to serve one or more of the fuels listed. We request that you provide a proposal which addresses the terms and structures requested and encourage additional proposal structures which you believe may be beneficial and should be considered. At minimum, proposals shall include, for each fuel type for which you are submitting a proposal, a firm-fixed price and an indexed price for each individual Party and, if lower than the lowest comparable individual price, an aggregated price for the Parties for the term specified by each party and the period beginning October 1st, 2010. Alternative supply periods may be proposed if suppliers believe they provide value. Suppliers must provide complete pricing information for the aggregate load, as well as for the individual accounts for each Party. Suppliers may also offer alternative pricing options that may provide value to the Parties. Suppliers must also provide an optional service plan.

The successful bidder will be required to insure that all tanks at the different locations with a pre-arranged delivery schedule are always filled with adequate quantities to keep the system and equipment operational at all times. The supplier will be held responsible for any costs incurred for repairs and/or services required due to these fuel tanks being allowed to reach empty status. Routine scheduled delivery will be the responsibility of the fuel supplier.

Proposal Requirements

Character of Service

- Parties require firm delivery of 100% of the fuel requirements described herein
- Delivery Point – all facilities listed herein
- Title and ownership of fuel supply shall pass to the Parties upon safe transfer of product to each facility and signed acceptance by authorized personnel

Commodity Types

- Suppliers may submit proposals for all or some of the commodities sought in this solicitation;
 - **Town of Bristol:** #2 fuel oil, diesel fuel and propane

Term / Start Date

- Parties request pricing for the following periods
 - **Town of Bristol:** 12 months - October 1st, 2008 – September 31st, 2009

Pricing – Parties request the following pricing:

- Fixed price proposals
- Indexed price proposals

- Parties' prefer, under an Index price structure, the ability to convert pricing for forward month periods to fixed prices; proposals should confirm this option and provide detail as to the process for converting indexed to fixed pricing
- Optional Service Plan for all Parties'
- Other structures which the supplier believes may be attractive and provide additional value
- All proposals should include any and all costs to deliver the fuel to the Parties' facility(ies)
- Suppliers are requested to note whether altering deliveries or delivery schedule will lower cost

Usage

- Contract volumes: Parties' requirements/usage at each facility is shown in Attachment 1; the data provided in Attachment 1 is indicative and will vary depending upon weather
- Fixed price supply agreements – in the event a Party enters into a fixed price agreement the following price and volume characteristics are required
 - Contract period usage variation (swing)
 - Underuse - Any contract volumes not taken during the contract period shall be carried forward at the contract price for a period of no greater than 90 days. That is, the Customer may take all remaining volumes within 90 days following the end of the contract term at no penalty. For volumes not taken after the 90 day period, and in the event market prices are lower than contract prices, Customer will be required to pay the supplier the difference.
 - Overuse – Customer may, during the contract period, take volumes above the contract total. Any such additional volumes taken up to 10% greater than the contract volume will be priced at the fixed contract price. Any such volumes taken in excess of 110% of the contract volume will be priced at a pre-determined market index plus a fixed adder (to be identified in the contract).
- Indexed price supply agreements – in the event a Party enters into an indexed price or variable price agreement the following price and volume characteristics are required.
- Minimum volume commitment – 90% of indicated contract volume
- Maximum contract volume – none
- Pricing:
 - For all indexed volumes the price will be the pre-determined market index plus a fixed adder
 - For all index priced contracts, the supplier agrees that it will provide to the Party, by e-mail on a daily basis (or as frequently as the associated index is published), the specific index value (and any other associated information) for the relevant period (e.g., day, week, month). Such values will allow the customer to understand its price exposure and responsibility and ultimately verify invoices provided.

Other

- Invoices-all invoices must provide all unit price components and volumes associated with the invoice charges (i.e., all index values and relevant information)
- For each fuel type proposal, responses must include pricing for the aggregated load and for each individual Party's load.
- Delivery Default
 - Auto-fill: The successful bidder shall at all times be responsible, where applicable, for maintaining sufficient fuel supply in all tanks that are on Automatic-Fill, and will be held liable for damages or loss resulting from insufficient fuel supply. Specifically, on any occasion that a tank runs out of fuel the supplier will incur a penalty equal to 10% of the contract price times the maximum tank volume of the tank that ran out of fuel. Once the Customer calls the supplier and requests a fill, the supplier will be required to fill the tank within two (2) hours. Failure to fill the tank within two (2) hours shall be considered a default and if the Party(s) is forced to secure supply from another third-party supplier, the supplier in default shall be responsible to reimburse the Party(s) for the difference in price between the delivered price from the new third-party and the contract price from the supplier plus an administrative fee of 20% of the total delivered cost.
 - Call for fill: The successful bidder shall at all times be responsible, where applicable, to deliver supply in response to a "Call for Fill" within 24 hours from the request for Fill, provided such request for Fill is made by the Party(s) between the hours of 8:00 AM and 3:00 PM. Failure to deliver such requested supply shall be considered a default and if the Party(s) is forced to secure supply from another third-party supplier, the supplier in default shall be responsible to reimburse the Party(s) for the difference in price between the delivered price and the contract price plus an administrative fee of 20% of the total delivered cost.
- It shall be the responsibility of each vendor to make itself aware of the conditions of delivering to each facility. The submission of a bid shall be evidence that the bidder has satisfied itself of any conditions or requirements for delivery and that it can meet all delivery requirements.

Town of Bristol

Diesel	Gallons	Tank Location
Highway Department		Above Ground
Total	16,880.9	

Propane	Gallons	Tank Location
Fowler River Plant	792.5	Above Ground
Treatment Plant	0	Above Ground
Central Street	91.7	Underground
Total Propane	884.2	

#2 Heating Oil	Gallons
Town Office	2,842.5
Town Hall	1,418.6
Historical Building	626.6
Library	1,490.0
Water & Sewer	1,038.6
Fire Department	3,711.0
Total #2 Oil	11,127.3