
REQUEST FOR PROPOSALS

Fuels: #2 Fuel Oil, Diesel and Propane



AUGUST 12, 2020
TOWN OF BRISTOL
5 School Street | Bristol, NH 03222

1. Objective:

The Town of Bristol (Town) is inviting qualified companies to submit proposals for a three-year contract for fuels and maintenance in accordance with the attached specifications, terms and conditions.

2. General Information:

The fuel type in this solicitation is for #2 fuel oil, diesel and propane, and includes maintenance of systems. 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 1, 2020 to September 30, 2023. 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 costs for a service plan.

The successful bidder will be required to ensure 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.

3. Proposal Requirements:

Character of Service

- Parties require firm delivery of 100% of the fuel requirements described herein
- Delivery Point – all facilities listed herein and shall include locations for welfare emergency deliveries
- Title and ownership of fuel supply shall pass to the Town 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;

Term / Start Date

- Parties request pricing for the following periods
 - Town of Bristol: 36 months – October 1, 2020 – September 30, 2023

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
- Service Plan for all locations
- Pricing shall include welfare emergency deliveries
- 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 Town's facilities
- Suppliers are requested to note whether altering deliveries or delivery schedule will lower cost

Itemization:

- The bid should include itemization to provide a cost for the oil, propane, and maintenance plan.

Usage:

- Contract volumes: Town's requirements/usage at each facility is shown below; the data provided is indicative and will vary depending upon weather
- Fixed price supply agreements – in the event the Town 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 Town 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, Town will be required to pay the supplier the difference.
 - Overuse – Town 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 the Town 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 Town, 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 department'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.
- 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.

4. Proposal Submission:

All proposals are due and must be to the Town on or before, September 1, 2020, at 12:00 p.m. in a sealed envelope plainly marked:

Request for Proposal - Fuels
Town of Bristol
5 School Street
Bristol, NH 03222

Suppliers may submit any supporting information that will be beneficial in evaluating supplier and supplier proposals. This solicitation does not obligate the Town to negotiate a contract with any supplier.

Suppliers must provide one (1) original and five (5) copies of the full proposal.

Any bids received after specified date and time will not be considered, nor will late bids be opened.

5. Questions and Clarifications:

All questions regarding this RFP shall be submitted via e-mail to townadmin@townofbristolnh.org. No phone calls.

Should any prospective company be in doubt as to the true meaning of any portion of this RFP, or should the company find any ambiguity, inconsistency, or omission therein, the company shall make a written request for an official interpretation or correction by the due date above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to the Bids/Proposals page of the Town's website and shall be the company's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the Town shall become part of the RFP and must be incorporated in the proposal where applicable.

6. Proposal Openings:

Proposals will be opened by the Town Administrator as they are received and taken under advisement at that time. No immediate decisions will be rendered. The Town Administrator will evaluate the proposals and will make recommendations to the Select Board at the September 3, 2020, Select Board meeting. Negotiations will commence thereafter with the chosen supplier.

7. Confidentiality & RFP Ownership:

All responses to the RFP will become the property of the Town of Bristol and will not be returned. New Hampshire State Law (reference NH Revised Statutes Annotated Chapter 91-A, Access to Governmental Records) all materials received or created by the Town are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the Town.

NH RSA 91-A requires that public records must be promptly disclosed by the Town upon request unless that NH RSA 91-A or another NH RSA specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in NH RSA 91-A.

If you believe any of the records you are submitting to the Town as part of your informational material are exempt from disclosure, you can request that they not be released before you receive notification. To do so, you must contact Town Administrator Nik Coates. You should very clearly and specifically identify each record and the exemption(s) that may apply.

8. Cost Liability:

The Town assumes no responsibility or liability for costs incurred by the company prior to the execution of an Agreement. The liability of the Town is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, company agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

9. Debarment:

Submission of a proposal in response to this RFP is certification that the respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Town will be notified of any changes in this status.

10. Proposal Protest:

All proposal protests must be in writing and filed with the Town Administrator within five (5) business days of the award action. The company must clearly state the reasons for the protest. The Town Administrator will provide the company with the appropriate instructions for filing the protest. The protest shall be reviewed by the Town Administrator, whose decision shall be final.

11. Reservation of Rights:

1. The Town reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.

2. The Town reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the Town to be in its best interest.

3. The Town reserves the right to request additional information from any or all companies.

4. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

5. The Town reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.

6. The Town reserves the right to select one or more companies to perform services.

7. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The Town reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

12. Performance Clause:

In the event that the successful awarded proposer/Town should default in the observance of the stipulations set forth in this RFP and any attachments thereto and such default is not corrected within 30 days of written notice from either party, the successful awarded proposer/Town shall have the option of canceling the proposal.

13. Contractual Obligations:

In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Town reserves the right to review said contracts and amend to comply with Town legal requirements prior to signing by the appointed representative of the Town.

14. Other information:

Respondents will not be compensated for their development, submission and potential interviews associated with the RFP response and selection process.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the company's response shall be documented and included as part of the final contract.

The Town reserves the right to award part or the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the Town's sole judgment, the best interests of the Town will be so served.

This RFP and the selected company's response thereto, shall constitute the basis of the scope of services in the contract by reference.

The Town will not be liable to any company for any unforeseen circumstances, delivery, or delays. Companies are responsible for submission of their proposal. Additional time will not be granted to a single company. However, additional time may be granted to all companies at the discretion of the Town.

Proposals that fail all required documentation in complete form upon proposal opening will be deemed non-responsive and will not be considered for award.

ATTACHMENT 1

2020-2023 FUEL NEED ESTIMATES (YEARLY)

Diesel	Address	Tank Size	Estimated Gallons Needed
Highway Department	100 Ayers Island Road	2,000 Gallon Above Ground	Will Call
Total Diesel			Will Call
#2 Heating Oil	Address	Tank Size	Gallons
Police Department	230 Lake Street	250 Gallon Above Ground	2,200
“Old” Town Hall	45 Summer Street	250 Gallon Above Ground	500
Historical Society	15 High Street	250 Gallon Above Ground	Will Call
Water & Sewer	180 Ayers Island Road	250 Gallon Above Ground	850
Fire Department	85 Lake Street	250 Gallon Above Ground	4,300
Welfare Emergency	N/A	N/A	500
Total #2 Oil			8,350
Propane	Address	Tank Size	Gallons
Library	35 Pleasant Street	500 Gallon Buried	1,500
WWTF (Emergency Generator)	180 Ayers Island Road	1,000 Gallon Buried	Will Call
Fowler Well (Heat, Auxiliary Motors & Emergency Generator)	500 West Shore Road	1,000 Gallon Above Ground	800
Booster Station (Emergency Generator)	306 North Main Street	1,000 Gallon Buried	500
Storm Center/Danforth Brook Well (Heat, Auxiliary Motors & Emergency Generator)	70 Hall Road	1,000 Gallon Buried	500
Pump Station (Emergency Generator)	121 Pleasant Street	1,000 Gallon Buried	Will Call
Pump Station (Emergency Generator)	56 Central Street	1,000 Gallon Buried	Will Call
Police Department (Emergency Generator)	230 Lake Street	1,000 Gallon Above Ground	100
Hemphill Tower (Emergency Generator)	Hemphill Road	1,000 Gallon Above Ground	100
Welfare Emergency	N/A	N/A	500
Total Propane			4,000