

Rockingham County Engineering & Maintenance Services
116 North Road
Brentwood, NH 03833
Jude Gates/Director of Facilities, Planning & IT
603-679-9375
jgates@co.rockingham.nh.us

Proposal Submission Deadline:
Monday 03/06/23 at 5:00pm
Proposal Opening:
Thursday, 03/09/2023 at 8:30am
Site Visit by Appointment

**REQUEST FOR PROPOSAL
FUEL CONTRACT
13 February 2023**

You are hereby invited to submit proposals as specified in this Request for Proposal. The information necessary to complete the proposal is contained within this document.

Rockingham County, New Hampshire (Rockingham County) is a public entity composed of general administrative offices, nursing home, assisted living, correctional facility, engineering and maintenance services, and offices from Elected Officials: Commissioners, Delegation, County Attorney, High Sheriff, Register of Deeds, and Treasurer.

Questions on the technical specifications of the Request for Proposal should be directed to the contact listed above. Questions on bidding procedures can be directed to rfp@co.rockingham.nh.us.

1. Proposal Instructions (3 ways to submit)

- a) Two (2) copies (or one copy and one thumb drive) of the Proposal should be submitted in a sealed envelope marked "RFP – Fuel Contract" addressed and delivered to:

**Rockingham County Commissioners
119 North Road, Brentwood, NH 03833**

- b) Submit your bid as a PDF to: rfp@co.rockingham.nh.us. ***DO NOT*** send your bid to any other Rockingham County email address. Doing so may result in disqualification. You will receive a confirmation email within 1 business day. If you do not receive your confirmation email, you may inquire with the contact person listed at the top of this document.
- c) You may submit your Proposal online through Public Purchase, which is free to sign up and submit. Please visit Public Purchase: Rockingham County Home Page, or www.rockinghamcountynh.org/rfpbidding for the link to our Public Purchase page.

2. Submission must include:

- Organization legal name with DBA if applicable.
- Tax ID.
- Physical address and mailing address (if different).
- Organization representative name and contact information (phone, fax, and email).
- An itemized price proposal including shipping or freight is required with submission.
- Items presented as "equivalent" must be clearly identified, with all variations from the specification annotated and are subject to approval.
- Complete cut sheets and specifications for all products quoted, if applicable.
- All pertinent information regarding warranty and service availability.
- Anticipated start time after receipt of order and anticipated time to perform the scope of services.
- Insurance requirements, non-appropriations, and indemnification obligations.

Attachments must be uploaded in PDF format. Any agreements or contracts that require our signature need to be in Microsoft Word format for review and tracking purposes.

- 3. Proposal Openings:** Authorization to open proposals will be given at a regular scheduled meeting of the Board of Rockingham County Commissioners. Proposals will be distributed after the meeting and will be awarded or rejected as soon as a complete review and comparison of the proposals received has been made by Rockingham County.

- a. Meetings are held in the Maureen Barrows Conference Room of the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771.
 - b. Scheduled meetings are subject to change and information may be found here: www.rockinghamcountynh.org/events.
4. **Proposal Award:** The proposal(s) will be formally awarded and announced publicly at a regular scheduled meeting of the Board of Rockingham County Commissioners held in the Maureen Barrows Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771. Formal notification of proposal award will occur thereafter. Information on the award will also be available on the RFP/Bidding section of our website: www.rockinghamcountynh.org.
5. **Pricing:** Proposal prices are to remain in effect for a period of (60) days from opening date of the proposal and are to remain firm once proposal is awarded to the successful Organization(s).
- a. Vendors awarded a state bid/contract should offer that pricing.
 - b. Should you have any variations (discounts and/or penalty clauses) that may affect the price, please specify in proposal.
6. **Additional Materials:** Following the review and screening of all proposals, Organization may be invited to participate in the final selection process, which may include the submission of additional information regarding cost or other issues, as requested by Rockingham County.
7. **Performance Clause:** In the event that the successful awarded Organization/Rockingham County should default in the observance of the stipulations set forth in this Request for Proposal and such default is not corrected within 30 days of written notice from either party, the successful awarded Organization/Rockingham County shall have the option of canceling the proposal.
8. **Contractual Obligations:** In the event that contracts for the supply of materials, equipment, or services are required under the proposal, the Board of Rockingham County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Rockingham County Commissioners. All contracts entered by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.
- a. **Non-Appropriation**

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.
 - b. **Indemnification**

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

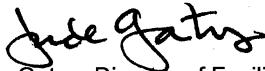
Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.
9. **Insurance Requirements:** The Organization shall always maintain during the life of this proposal insurance coverage. The Organization must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal and will be evaluated accordingly.
- a. **Coverage:** The Organization shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

- b. **Workers Compensation Insurance:** The Organization shall carry workers compensation insurance as required by the State of New Hampshire.
- c. **Comprehensive General Liability Insurance:** The Organization shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.
- d. **Motor Vehicle Insurance:** The Organization shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.
- e. **Insurance Certificate:** The Organization shall provide an insurance certificate confirming the above insurance coverage.
 - i. The provider shall file certificates with Rockingham County showing that the above insurance has been purchased. Include with proposal submission and use mail to: Rockingham County, attn. Commissioners Office, 119 North Road, Brentwood, NH 03833.
 - ii. A 30-day notice is required for cancellation and /or material change of coverage and sent directly to the above mail to address.

10. NOTICE:

- a. The Board of Rockingham County Commissioners reserves the right to accept or reject all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Rockingham County and to waive any bid formality.
- b. Proposals are subject to public review and cannot be honored with proprietary, confidential, do not disclose, or any other restriction that conflicts with the New Hampshire Right To Know law.
- c. Information provided in these specifications is to be used only for the purposes of preparing a proposal detailing costs and services to be provided to Rockingham County. It is expected that each Organization will read these specifications with care. Failure to meet certain conditions may invalidate proposals.
- d. The information contained herein is believed to be accurate but should not be considered as warranted in any way.
- e. Rockingham County may award to multiple providers.
- f. Any changes to the specifications shall meet the approval of Rockingham County.
- g. Any variations (discounts and/or penalty clauses) that may affect the price, please specify in your proposal.
- h. Upon satisfactory completion of the work and or receipt of product, payment is subject to standard accounts payable process at Rockingham County.

Sincerely,



Jude Gates, Director of Facilities, Planning/IT

JG/dr

ATTACHMENT A

Rockingham is seeking written proposals from qualified vendors to enter a contract for a period of one (1) year with the purpose of supplying fuels as noted in section A. Contract to begin 01 April 2023.

A. Specifications

1. Current contract ending 3/31/23
2. **Cost per gallon to include all applicable taxes and environmental fees.**
3. Types of Fuels/Estimated Quantities used 7/01/21 – 6/30/22
 - . 15,000 +/- gal. - #2 ULS Fuel - Various locations (see tank sizes/locations below)
 - . 4,000 +/- gal. - Diesel Fuel - Vehicle Pump
 - . 46,000 +/- gal. - #2 ULS Fuel – Nursing Home Boilers - delivered in 5,000-gallon drops
4. Tank Locations and Sizes – tanks are automatic fill unless noted as **on call**

<u>Location</u>	<u>Tank Size</u>	<u>UST/AST</u>	<u>Type of Fuel</u>
Nursing Home Boiler Plant/ on call	10,000	UST	Diesel ULS
Jail/Sheriff's Dept/ on call	8,000	AST	#2 oil ULS
Nutrition Building	275	AST	#2 oil ULS
Fire Pump House / on call	350	AST	#2 oil ULS
Administration Bldg.	275 (2)	AST	#2 oil ULS
Engineering & Maint.Bldg	275 (2)	AST	#2 oil ULS
Delegation Building	275	AST	#2 oil ULS
Water Treatment Plant	550	AST	#2 oil ULS
Wastewater Plant	1000	UST	#2 oil ULS
Blaisdell Generator/ on call	500	AST	#2 ULS-Winter blend
Diesel/ on call	2000	AST	Diesel

C. Price Sheet

A bid price proposal form is attached and is required with submission. Detailed specifications and special considerations are included in the proposal form to be acknowledged by the providers. Do not alter or modify any documents or proposal forms downloaded from Rockingham County of Public Purchase. Altering or modifying such documents or form may result in disqualification.

Please be advised that consideration will be given to proposals with a contract period of one, two- or three-year's duration. Should you be interested in entering a contract, please specify in your proposal.

Any changes to the above specifications shall meet the approval of the Board of Rockingham County Commissioners.

ROCKINGHAM COUNTY COMPLEX

Bid Price Proposal Form – 2023 Contract

Each item should be initialed by authorized individual signifying understanding and acceptance of the specifications.

In accordance with the specifications, the undersigned hereby submits the following proposal:

1. Types of Fuels/Quantities shown are usage amounts for one year.

#2 ULS Fuel 15,000 +/- gallons (Various locations)

Sulfur content to comply with law: _____

Cost/gallon: 1yr _____

2yr _____

3 yr _____

#2 ULS Fuel 46,000 +/- gallons (Nursing Home Boilers/5000 gal drops)

Sulfur content to comply with law: _____

Cost/gallon: 1 yr _____

2yr _____

3 yr _____

Diesel Fuel 4,000 +/- gallons (Diesel Tank)

Sulfur content to comply with law: _____

Cost/gallon: 1 yr _____

2yr _____

3 yr _____

Please provide a complete price breakdown per type of fuel requested. Prices quoted "rack plus x," with or without the offer of a cap and/or fixed price, are most desirable to facilitate comparison. If additional room is needed, please use a separate sheet.

2. Bidders shall acquaint themselves with the size and the quantity of the existing tanks to be filled. Individuals wishing to tour the facility and view the tanks may contact Engineering and Maintenance Services at (603) 679-2256, ext. 9148.

Rockingham County Fuel

Proposal form

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3. Fuels are to be delivered no later than twenty-four (24) hours from the time of notification. All deliveries are to be made weekdays only, excluding holidays, between the hours of 7:00 AM and 3:00 PM. Driver must have an Engineering and Maintenance Services employee sign the delivery slip.
- _____

4. Residential heating fuel shall be on a "Keep Full" basis, to be delivered automatically and upon request.
- _____

5. Diesel fuel for generators and vehicles shall be delivered upon request.
- _____

Should you have any variations (discounts and/or penalty clauses) which would affect the price, please specify in your proposal.

Special Considerations:

1. Any changes to the above specifications shall meet with the approval of the Board of Rockingham County Commissioners.
- _____

2. The cleanup of all overfills and spillage shall be the responsibility of the awarded provider.
- _____

3. A copy of the location, size of tanks, and type of fuel shall be issued to the awarded provider. Rockingham County will not be responsible for install/removal of fuel tanks.
- _____

4. A Certificate of Insurance shall be provided to the County by the awarded provider(s).
- _____

5. Each fuel delivery shall be billed separately stating specific location.
- _____

Rockingham County Fuel

Proposal Form

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6. Price shall be consistent with the date of delivery of fuel. Price quotes will be given on the day of delivery as requested.

7. Deliveries from the successful bidder shall meet the guidelines and specifications of the Boston Trade Deliveries.

8. You acknowledge having read, understood and acceptance of the "performance Clause" in the request for proposal.

9. This Proposal is for a contract period of one / two / three years (circle one). _____

10. EACH DELIVERY SLIP MUST BE MARKED AS TO THE SULFUR CONTENT OF THE FUEL DELIVERED.

The undersigned is submitting this bid without collusion with any other individual or corporation.

Submitted For:

Submitted By:

Rockingham County Complex
116 North Road
Brentwood, NY 03833

Company Name: _____

Address: _____

Name/Title: _____

Phone: _____

TOWN OF NEWINGTON SPECIFIC REQUIREMENTS

ATTACHMENT B

I. **General requirement for Proposing and Instructions to Providers**

A. **Introduction and Background**

Town of Newington (Newington) is a public entity composed of the Old Town Hall, Town Garage, Meeting House, Fire Station, Police Station, Town Hall, Stone School, Newington School, Old Parsonage, Library and Fox Point Rental Property.

Newington is seeking written proposals from qualified vendors to enter a contract with the purpose of supplying various fuels.

B. **Specifications**

1. Diesel
2. Cost per gallon to include all applicable taxes and environmental fees.
3. Types of Fuels/Average Annual Usage (gal) for 7/1/21-6/30/22.
 - . Diesel – Fire Department 2159.2 +/-
4. Tank Locations/Sizes

<u>Location</u>	<u>Tank Size – Type of Fuel</u>
Town Garage	500 (2) Diesel

5. Payment is subject to Newington's standard accounts payable process. Please state if paying with a credit card is accepted by your Company.

Please be advised that consideration will be given to proposals with a contract period of one, two- or three-year's duration. Should you be interested in entering such a contract, please specify in your proposal.

Any changes to the above specifications shall meet the approval of the Newington's Board of Selectmen.

C. Non-Appropriation

This Agreement's renewal is subject to the funding as appropriated at the Annual Town Meeting.

D. Insurance:

The Contractor shall obtain and maintain at its sole expense the insurance coverage listed below. Contractor shall name the Town of Newington as an additional insured on its comprehensive general and automobile liability coverage to the extent of Contractor's liability under this Agreement.

<u>Coverage's</u>	<u>Limits of Liability</u>	
Worker's Compensation	Statutory	
Employer's Liability	\$3,000,000	
Personal/Bodily Injury Liability	\$5,000,000	Combined Single Limit
Property Damage Liability	\$5,000,000	Combined Single Limit
Automobile Bodily Injury	\$10,000,000	Combined Single Limit
Automobile Property Damage	\$10,000,000	Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Town of Newington, 205 Nimble Hill Road, Newington, NH 03801.

E. Indemnification

The Contractor shall indemnify and hold harmless the Town of Newington and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting there from, to the extent caused by the negligent act or omission of the Contractor or its representatives or employees.

The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting there from, to the extent caused by the negligent act or omission of the Town of Newington or its representatives or employees. In no event, whether in contract, tort or otherwise shall either party be liable to the other for any incidental, consequential, special, indirect or punitive damages.

F. Notice

Information provided in these specifications is to be used only for the purposes of preparing a proposal detailing cost and services to be provided to Newington. It is expected that each provider will read these specifications with care. Failure to meet certain conditions may invalidate proposals.

The information contained herein is believed to be accurate, but should not be considered as warranted in any way and is otherwise provided "AS IS". Questions or requests for additional information should be directed to.

Jude Gates, Director
Engineering & Maintenance Services
Rockingham County Complex
116 North Road, Brentwood, N.H. 03833
(603) 679-9375 or jgates@co.rockingham.nh.us

G. Preparation Of Proposals

Following the review and screening of all proposals, providers may be invited to participate in the final selection process, which may include the submission of additional information regarding cost or other issues, as requested by Newington.

NOTE:

The Newington Selectmen reserve the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of the Town of Newington and to waive any bid formality.

TOWN OF NEWINGTON

Proposal Form

Each item should be initialed by authorized individual signifying understanding and acceptance of the specifications.

In accordance with the specifications, the undersigned hereby submits the following proposal:

1.2. Types of Fuels/Quantities shown are annual estimates;

Diesel Fuel 2159.2 +/- gallons (Town Garage.)

Sulfur content to comply with law: _____

Cost/gallon: _____

Please provide a complete price breakdown per type of fuel requested. Prices quoted "rack plus x," with or without the offer of a cap and/or fixed price, are most desirable to facilitate comparison. If additional room is needed, please use a separate sheet.

3. Bidders shall acquaint themselves with the size and the quantity of the existing tanks to be filled. Individuals wishing to tour the facility and view the tanks may contact Martha Roy, Administrator at mroy@townofnewingtonnh.com

4. Fuels are to be delivered no later than twenty-four (24) hours from the time of notification. All deliveries are to be made weekdays only, excluding holidays, between the hours of 7:00 AM and 3:00 PM.

5. Diesel fuel for vehicles shall be delivered upon request.

Should you have any variations (discounts and/or penalty clauses) which would affect the price, please specify in your proposal.

Special Considerations:

1. Any changes to the above specifications shall meet with the approval of the Board of Selectmen.

2. The cleanup of all overfills and spillage shall be the responsibility of the awarded provider.

Town of Newington

Proposal form

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3. A copy of the location, size of tanks, and type of fuel shall be issued to the awarded provider. Town of Newington will not be responsible for install/removal of fuel tanks.

4. A Certificate of Insurance shall be provided to the Town of Newington by the awarded provider(s).

5. Each fuel delivery shall be billed separately stating specific location.

6. Price shall be consistent with the date of delivery of fuel. Price quotes will be given on the day of delivery as requested.

7. Deliveries from the successful bidder shall meet the guidelines and specifications of the Boston Trade Deliveries.

8. You acknowledge having read, understood and acceptance of the "performance Clause" in the request for proposal.

9. This Proposal is for a contract period of one / two / three years (circle one). _____
10. EACH DELIVERY SLIP MUST BE MARKED AS TO THE SULFUR CONTENT OF THE FUEL DELIVERED.

The undersigned is submitting this bid without collusion with any other individual or corporation.

Submitted For:

Town of Newington
205 Nimble Hill Road
Newington, NH 03801

Submitted By:

Company Name: _____

Address: _____

Name/Title: _____

Phone: _____

Vendor List