

Town of Newmarket
Matthew Angell

Interim Finance Director
Town Hall
186 Main Street
Newmarket, NH 03857



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Request for Proposal #17-0003

Clear Diesel

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

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0003 . Clear Diesel
Finance Office
Town of Newmarket
186 Main Street
Newmarket, NH 03857

All proposals/bids must be received by May 24, 2016 at 2:00 pm EST

Matthew Angell,
Interim Finance Director

Town of Newmarket
Request for Bid – Clear Diesel
Number – 17-0003

1. Introduction

The Town of Newmarket, New Hampshire is requesting pricing information and availability of the purchase and prepayment of Clear Diesel to be delivered to the Town of Newmarket Public Works/Fire Facility, 4 Young Lane.

2. General Requirements

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

3. Project Requirements

At the present time, the Town has 1 location that requires delivery of clear diesel into a 3,000 gallon tank. Fuel is to be delivered either ~~as needed~~ in accordance with an agreed-upon, pre-arranged schedule, or as requested in response to a telephone requested by an authorized Town of Newmarket representative.

The total quantity to be acquired for the fiscal year beginning July 1, 2016 and ending on June 30, 2017 is approximately 15,000 gallons of clear diesel. Fuel shall be of standard brand and quality. Quantities delivered may differ slightly from the estimate supplied but the total pre-purchase amount will be as specified.

The successful bidder will be required to insure that all tanks at the location 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.

It is the intent of the Town to take the results of this bid and, after careful review and analysis of the prices and any possible options being offered, present the facts to the Town council on the June 1st and obtain approval on June 15th to go back to the selected vendor, confirm the per gallon charge and sign an agreement for a specified quantity of fuel. The contract period for clear diesel would be July 1, 2016 through June 30, 2017.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations. The FOB Point is always to be the service address in Newmarket, New Hampshire unless otherwise stated by the bidder. An FOB point other than the Town of Newmarket must be so stipulated by the bidder.

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3334 or rmalasky@NewmarketNH.gov.

4. Information Available

Tank Location	Service Type	Fuel Type	Tank Size (Gallons)	Approx. Usage (Gallons)
Public Works/Fire Facility - 4 Young Lane	Automatic	Clear Diesel	3,000	16,095

Insurance

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Newmarket shall be listed as additional insured.

Commitments

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

Compliance With Laws

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

PRICING

Clear Diesel . based on an agreement for an estimated number of gallons over a 1 year term.

Payment: This should address the purchase of an estimated number of gallons of clear diesel (15,000 gallons) over a certain pre-determined period of time (July 1, 2016 . June 30, 2017). Some of the features to be discussed are as follows:

- (preferred) Fixed Price per Gallon \$ _____
List taxes and amount per gallon \$ _____
Total \$ _____

- Or Fixed Price over rack price on day of delivery \$ _____

- Method of payment . billed as used (preferred)

- What would be the Price effect if the total actual number of gallons came in either less than or greater than the quantity guaranteed?

- Identify any unusual features of your program that might make this unique or better than others.

- Please describe your price protection plan and the cost if the Town were to purchase this option.

_____ \$ _____

REFERENCES

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. _____
2. _____
3. _____

**CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE,
AND SIGNATURE REQUIRED:**

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

Contact information:

Official Entity Name		Warranty/Guarantee	
Address		FOB Information	
City, State, Zip		Availability	
E-mail Address		State of Incorporation	
Telephone Number		Price holds for	
Fax Number			

Suspension and Debarment Certificate:

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

Signature

Date

Title

BID PROTESTS

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a compliant with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.

BID, RFP, AND QUOTE TERMS AND CONDITIONS

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed ~~bid~~ most advantageous to the Town;+to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is customary for the Town of Newmarket to pay its bills within 20 . 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.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
6. **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Newmarket reserves the right to request proof of payment to subcontractors by the general contractor prior to making final payment to the general contractor.
7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys'fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys'fees, and will satisfy any judgment rendered against the Town in such action.

9. BID RESULTS: The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its 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 Town Hall after a bid opening and asking to look through the file.