



Rockingham County
Engineering & Maintenance Services
116 North Road — Brentwood, NH 03833-6614
Telephone: 603 679-2256, ext. 9150
Fax: 603 679-9380
www.co.rockingham.nh.us

**REQUEST FOR PROPOSAL
FUEL CONTRACT
ROCKINGHAM COUNTY COMPLEX**

21 JANUARY 2020

You are hereby invited to submit proposals on any part or all of the fuels to operate the Rockingham County Complex commencing 01 April 2020.

The information necessary to complete the proposal is listed below and in the attachments of this invitation.

Questions on bidding procedures can be directed to the Commissioner's Office at (603) 679-9350. Questions on the technical specifications of the Request for Proposal may be addressed to Jude Gates, Director of Facilities, Planning & IT at (603) 679-9375 jgates@co.rockingham.nh.us

Proposal Instructions – Due no later than 3PM, 14 February 2020;

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

Rockingham County Commissioners
119 North Road
Brentwood, NH 03833

Proposals must be submitted to the above address **no later than 3:00 p.m. on Friday, 14 February 2020**, to be eligible for consideration.

If proposals are being sent via FedEx, UPS, or other mail carrier, please ensure that the mailing envelope/package is clearly marked "**RFP – Fuel Contract**". Envelopes/packages not marked the name of the proposal may be misidentified and will be rejected. Other forms of submission (fax or email) will be rejected. Proposals received after the deadline will be rejected.

Site Visit:

Providers wishing to make a site visit may schedule an appointment through the office of Engineering and Maintenance Services at (603) 679-2256, ext. 9148.

Proposal Opening:

Proposals will be opened publicly at a regular scheduled Meeting of the Board of Rockingham County Commissioners in the Commissioners' Conference Room of the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH, on Wednesday, 19 February 2020, at 8:30am. Proposals will be taken under advisement at that time and will be awarded as soon as a complete review and comparison of the proposals received has been made by the Board of Commissioners.

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 Commissioners' Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH. Formal notification of award to all proposers will occur immediately thereafter. Information on the award will also be available on the RFP/Bidding section of the County's website at: <http://co.rockingham.nh.us>.

RFP Prices:

RFP prices are to remain in effect for a period of ninety (90) days from opening date of the proposals and are to remain firm once proposal is awarded to the successful proposer(s).

Performance Clause:

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

The successful awarded provider acknowledges that all work performed on County property will be done so in accordance with the standard safety rules and guidelines of OSHA. Please include with your Proposal a copy of your safety rules and guidelines and/or acknowledgement of your compliance with OSHA.

Contractual Obligations:

In the event that contracts for the supply of materials, equipment, or services are required under the bid, 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 into by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

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.

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.

Insurance Requirements

The provider shall maintain at all times during the life of this contract the following insurance coverage. The provider 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.

Workers Compensation Insurance: The provider shall carry workers compensation insurance as required by the State of New Hampshire.

Comprehensive General Liability Insurance: The provider 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.

Motor Vehicle Insurance: The provider 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.

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Provider shall provide an insurance certificate confirming the above insurance coverage. 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.

The provider shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence.

The provider shall file certificates with Rockingham County showing that the above insurance has been purchased. The insurance certificate submitted must show the certificate holder as;

The Rockingham County
119 North Road
Brentwood, NH 03833

A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Rockingham County Commissioners Office at 119 North Road, Brentwood, N.H. 03833.

NOTE:

The Board of Rockingham County Commissioners reserves 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 Rockingham County and to waive any bid formality.

Sincerely,



Jude Gates, Director of Facilities, Planning and IT
Engineering & Maintenance Services

JG:lt

ATTACHMENT A

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

A. **Introduction and Background**

Rockingham County Complex (Rockingham) is a public entity composed of general administrative offices, a nursing home and a correctional facility.

Rockingham is seeking written proposals from qualified vendors to enter into a contract with the purpose of supplying such materials/services as noted in section B.

B. **Specifications**

1. Current contract ending 3/31/20
2. **Cost per gallon to include all applicable taxes and environmental fees.**
3. Types of Fuels/Estimated Quantities used 1/1/19 – 12/31/19;
 - . 13,000 +/- gal. - #2 ULS Fuel - Various locations (see tank sizes/locations below)
 - . 4,000 +/- gal. - Diesel Fuel - Vehicle Pump
 - . 40,000 +/- gal. - #2 ULS Fuel – Nursing Home Boilers - in 5,000 gallon drops
 - . 25,000 +/- gal. - LP Gas/Propane - various locations – all AST tanks are owned by supplier.
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	275 (2)	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
Waste Water Plant	1000	UST	#2 oil ULS
Blaisdell Generator/ on call	500	AST	#2 ULS Winter blend
Diesel/ on call	2000	AST	Diesel

<u>Location</u>		<u>Tank Size</u>	<u>UST/AST</u>	<u>Type of Fuel</u>
Nursing Home	heat/cooking	1000 (3)	UST	LP
Nursing Home Boiler Plant	heat	240 (2)	AST	LP
Jail/Sheriff's Dept	laundry	1000 (3)	AST	LP
Grounds Building	heat	500	UST	LP
Motor Services	heat	1000	AST	LP
Fire Pump House	heat	240 (2)	AST	LP
Well House #2	heat	120 (2)	AST	LP
Well House #3	heat	120 (2)	AST	LP
Radio Shop	heat	500	AST	LP
Water Tower	generator	120 (2)	AST	LP

Please complete the attached proposal form completely. Detailed specifications and special considerations are included in the proposal form to be acknowledged by the providers.

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 into such a contract, please specify in your proposal.

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

C. 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 Rockingham County. 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. 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 jgates@co.rockingham.nh.us

D. 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 Rockingham.

E. Delivery Of Proposals

Your written proposal must be received by Rockingham County no later than **3:00p.m, Friday, 14 February 2019**, addressed and delivered to the attention:

Board of Rockingham County Commissioners
 119 North Road
 Brentwood, N.H. 03833
 "RFP-Fuel Contract"

ROCKINGHAM COUNTY COMPLEX

Proposal Form - 2020

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 for 01/01/19 thru 12/31/19;

#2 ULS Fuel 13,000 +/- gallons (Various locations)

Sulfur content to comply with law: _____

Cost/gallon: _____

#2 ULS Fuel 40,000 +/- gallons (Nursing Home Boilers/5000 gal drops)

Sulfur content to comply with law: _____

Cost/gallon: _____

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

Sulfur content to comply with law: _____

Cost/gallon: _____

LP/Propane 25,000 +/- gallons

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.

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.

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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:

Rockingham County
116 North Road
Brentwood, NY 03833

Submitted By:

Company Name: _____

Address: _____

Name/Title: _____

Phone: _____