# 2 Fuel Oil
Sealed Bid (Bid #2013-010)
Town of Salem, NH

June 17, 2013

SALEM PURCHASING
Julie Adams, Purchasing Agent
603-890-2090 fax 603-890-2091
jadams@ci.salem.nh.us

Keith Hickey, Town Manager

Prepared for and in coordination with the
Town Municipal Buildings
Julie Adams, Purchasing Agent
603-890-2090 fax 603-890-2091
jadams@ci.salem.nh.us
COMPETITIVE SEALED BIDS FOR
# 2 Fuel /Heating Oil

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services to be purchased: “#2 Fuel Oil”.

Sealed bids must contain (1) one original and (1) one copy, and be received no later than July 10, 2013 before 11:00am from interested firms, to be eligible for consideration by the town. Each bid must be submitted in a sealed envelope which is clearly marked “Bid #2013-010 #2 Fuel Oil”, at Salem Town Hall, Attention: Julie Adams, Purchasing Agent, and delivered to the Building Department, upstairs, at the following address:

Salem Town Hall
33 Geremonty Drive
Salem NH 03079

Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on July 10, 2013 at 11:00am. Late bids will not be considered.

Please visit our website to download a copy of Bid #2013-010 at www.townofsalem.org Finance-Purchasing/bids-proposals. Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Julie Adams, Purchasing Agent, at 603-890-2090 or jadams@ci.salem.nh.us during the following business hours: Monday through Thursday 8:00am to 2:00pm.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.
Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Notice To Qualified Firms

*Do not alter bid documents in any way.
*All bid documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

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The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don’t hesitate to call me if you need any additional information.
Julie Adams, Purchasing Agent (603) 890-2090

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.
Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed________________________________________________
I DO meet specifications

Signed________________________________________________
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.
SPECIFICATIONS/SCOPE OF WORK

The Fuel oil must conform to A.S.T.M. Designation D396-48T issued in 1934, and with all revisions to date. A copy of the analysis of Fuel oil and Diesel fuel proposed shall be furnished with bid and analysis to be typical and of recent date of refiner.

All Fuel oil and Diesel fuel shall be free from grit, acid, fibrous material or other substances which might clog or injure the heater, pump, strainers, valves, burners or engines now installed or located at the places where deliveries are to be made.

The proceeding amounts are estimated quantities and are not guaranteed to be totals actually required and to be delivered during the contract period, and it shall be understood the quantities stated. Any changes in plant equipment or locations will automatically result in cancellation of the unfilled portion of the contract for type of fuel oil and diesel fuel for the location. Fuel oil for and new heating plants or increased facilities added by the town during the contract period shall be included in this contract at contract prices.

Deliveries
Deliveries shall be made by tank truck to storage tanks in quantities and as required at the various points noted in the proceeding schedules or which may be later added. Due care shall be taken by the contractor to prevent damage to any town property, including oil spillage in making deliveries and the replacing of filler caps properly. As storage capacity at all delivery points is limited to a small portion of yearly requirements, the contractor shall be equipped and will be required to establish and maintain automatic delivery service at all times during the contract period.

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 the cost for any damage to the tank. If the tank runs out of fuel and the Town calls the supplier and requests a fill, the supplier will be required to fill the tank within (2) Hours. Failure to fill the tank within (2) Hours shall be considered a default and if the Town is forced to secure supply from a third party supplier, the primary supplier in default shall be responsible to reimburse the Town for the difference between the delivered contract price and the price incurred on the open market.

All Fuel oil and Diesel fuel delivered into town storage tanks shall be measured by a meter which has been recently checked and sealed by the authorized sealer of weights and measures and subject to checking and approval by the sealer of weights and measures of the State of New Hampshire, his deputy, or the purchasing agent. A delivery slip shall be furnished and left with and signed for by a representative of the town for every delivery of Fuel oil or Diesel Oil. The delivery slip shall show a recording of the total oil delivered into the tank, shall show the name, address of the department where delivery is made, the date of delivery, type of product, and the name of the Contractor. The sealer of weights and measures, his deputy, or the purchasing agent of the town may order any tank vehicle loaded with fuel oil or Diesel for delivery to the town on to a set of scales before and after discharging its contents for the purpose of determining the quantity delivered. Any discrepancies resulting from such checking will be adjusted by the town in making payments. The supplier of the Fuel oil will pay for any service calls that may be incurred in the event any of our buildings run out of oil.

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. Pricing to include all taxes, fees and transportation charges. All costs to deliver fuel shall be included in the fixed price.
The successful bidder shall be responsible for keeping sufficient # 2 Fuel Oil in all said tanks listed that are on Automatic-Fill.

**Town of Salem, NH anticipates using an estimated**

**25,000 to 30,000 gallons per year. (Automatic delivery)**

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>LOCATION</th>
<th>TANK SIZE</th>
<th>GALLONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks &amp; Properties Building</td>
<td>53 Old Rockingham Rd</td>
<td>1000 Gallon</td>
<td>2,000</td>
</tr>
<tr>
<td>Kelley Library</td>
<td>238 Main Street</td>
<td>2000 Gallon</td>
<td>6,500</td>
</tr>
<tr>
<td>District Court House</td>
<td>35 Geremonty Drive</td>
<td>4000 Gallon</td>
<td>13,000</td>
</tr>
<tr>
<td>Museum /Old Town Hall</td>
<td>310 Main Street</td>
<td>138 Gallon Tank # 1</td>
<td>1,250</td>
</tr>
<tr>
<td>Museum /Old Town Hall</td>
<td>310 Main Street</td>
<td>138 Gallon Tank # 2</td>
<td>1,250</td>
</tr>
<tr>
<td>Pine Grove Cemetery/Garage Building</td>
<td>329 Main Street</td>
<td>1000 Gallon</td>
<td>1,500</td>
</tr>
<tr>
<td>Alice Hall Library/Old Recreation Building</td>
<td>312 Main Street</td>
<td>275 Gallon</td>
<td>1,800</td>
</tr>
</tbody>
</table>

(6) Eight Locations / 7 Tanks
Delivery Type: Tractor trailer, pedal truck.
FORM FOR GENERAL BID

In compliance with all specifications enclosed the Bidder hereby proposes to supply the listed product and perform all services in strict accordance with the requirements provided. All deliveries will be supplied to the selected locations at the prices stated below.

**TERM: 12 Month Contract**
**January 2014 through December 2014**
**Fixed Price: #2 Fuel Oil**

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Written Dollars, per gallon $__________ Figures

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**TERM: 24 Month Contract**
**January 2014 through December 2015**
**Fixed Price: #2 Fuel Oil**

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Written Dollars, per gallon $__________ Figures

Fixed Price to include all taxes, fees and transportation charges.

Terminal Supplier ______________________________
Location__________________________________________

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• Proposal Submitted by (Business Name)
• Title of person authorized to sign proposals
• Name of person authorized to sign proposals (printed)
• Signature of person authorized to sign proposals
• Business Phone ____________________ Business Fax ______________________________
• Business Address __________________________ Date _____________________________
• Business Email_____________________________
• Business Type_____________________________(Individual, Partnership, Corporation etc.)
No Bid Questionnaire

Reference: Sealed Bid #2013-010
If you choose not to bid, please complete the questionnaire below and return it with your response by the
bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated.
Thank You.

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement
description): ________________________________________
Dated ___________________________, for the following reasons:

____ Item not supplied by our company.
____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

____ Profit Margin too low
____ Past experience with the Town of Salem (give specific’s e.g. payment
delay, bid process, admin problems, etc.)

____ Insufficient time allowed to prepare and respond to bid request.
____ Bid requirements too large ____ or too small ____ for our company.
____ Priority of other business opportunities limits time.
____ Other reason(s) Please Specify: ___________________________________

Company Name_______________________________
Address_______________________________________
Phone_________________________________________

________________________   __________________________
(Signature)      (Name & Title)
GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION:

The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

a. Fails to adhere to one or more of the provisions established in the proposal.
b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
c. Fails to meet the minimum evaluation criteria specified in this proposal.
d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
f. Fails to submit its cost on the enclosed bid form.
g. Refuses a reasonable request for an interview.
h. Refuses to provide clarification requested by the town.
RECEIPT AND OPENING OF PROPOSALS:
Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:
All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Please send your request in writing or send an email to jadams@ci.salem.nh.us to receive sealed bid results after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE: Provide a description of the firm’s knowledge and experience in the industry. Highlight your company’s experience to provide the highest quality and effective product and reliable service and support.

AWARD OF CONTRACT: It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:
A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
C. Be able to comply with the proposed or required time of completion or performance schedule; and
D. Have a demonstrated satisfactory record of performance.
E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product/materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

EXECUTION OF AGREEMENT:
The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT:
Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:
Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION:
If at any time the proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.
FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

INSURANCE CERTIFICATES: The proposer must supply a current insurance certificate before any work commences. See: Insurance requirements.

WORKERS COMPENSATION:
All proposers and subcontractors at every tier under the proposer will conform to the requirements of RSA 281-A.

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

INVOICING:
Unless otherwise specified, invoices will be submitted to Accounts Payable at 33 Geremonty Drive, Salem NH. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment will be submitted within (30) days of the completion of services or the receipt of an invoice that is approved by the user department or division.

TAX:
The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817 Please Invoice less these taxes.

DELIVERY: Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

FORCE MAJEURE: Neither party shall be liable for any inability to perform its’ obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.
Town of Salem, New Hampshire

**Purchasing Department**
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

**Insurance Requirements**
A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(X) Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Agg.</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Adv Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any One Fire)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Expense (Any One Person)</td>
<td>$10,000</td>
</tr>
<tr>
<td>a. Occurrence</td>
<td></td>
</tr>
<tr>
<td>b. Claims Made</td>
<td></td>
</tr>
</tbody>
</table>

| **(X) Commercial Automobile Liability**                |                          |
| Combined Single Limit                                  | $1,000,000               |
| Other $___________                                      |                          |

| **(X) Workers Compensation**                           |                          |
| NH Statutory including Employers Liability             | $_________________       |
| $500,000/$500,000/500,000                               |                          |

| **Commercial Umbrella**                                |                          |
May be substituted for higher limits required above
| _Follow Requirements on All requested Coverage_       | $_________________       |

| **(X) Other**                                          |                          |
| Environmental – Pollution Liability                    | $1,000,000               |
INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company __________________________________________________________
- Taxpayer Identification Number ________________________________________
- Authorized Signature ________________________________________________
- Contact Phone _____________________________________________________
- Address ___________________________________________________________
- Date _____________________________