

CITY OF PORTSMOUTH  
DEPARTMENT OF PUBLIC WORKS  
PORTSMOUTH, NEW HAMPSHIRE

“Annual Fuel Bid - #01-21”

INVITATION TO BID

The City of Portsmouth is soliciting bids for its primary supply and emergency supply of fuel.

Sealed bid proposals, plainly marked with the “Annual Fuel Bid, Bid #01-21” on the outside of the mailing envelope and the sealed bid envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801, will be accepted until 2:00 p.m., June 23, 2020 at which time they will be publicly opened and read aloud for the following:

Annual Contracts	#2 Heating Oil
	Biodiesel Fuel
	Unleaded Gasoline

Bid packages may be obtained from the City’s web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>, by contacting the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

CITY OF PORTSMOUTH  
DEPARTMENT OF PUBLIC WORKS  
PORTSMOUTH, NEW HAMPSHIRE

“ANNUAL FUEL BID”

**Intention:**

The City is seeking proposals to establish pricing for our primary supply and emergency supply of #2 heating oil, biodiesel fuel and unleaded gasoline for Fiscal Year 2021 (Date of award through June 30, 2021).

**Special Instructions:**

The annual consumption for each type of fuel is an estimate only and the City reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed. See attached listings for tank sites and capacities. Tank sites and/or capacities may be changed during the course of the contract year.

The brand and quality of the products being offered shall conform to industry standards. Bidders, also referred to as vendors, shall specify the name and location of their wholesale supplier. Deliveries shall be made to the individual tank locations and it shall be the responsibility of the successful bidder to verify each fill location and to maintain sufficient quantities at each location to assure proper operation. Failure to do so may result in the assessment of damages.

Each type of fuel, will be awarded separately. Bidders may submit a bid for each individual item for the primary supply only, emergency supply only or a combination of both. This bid does not require any bidder to submit an "all-or-nothing" bid. The City anticipates awards to multiple suppliers.

Bid pricing shall be based on cost per gallon markup over whole sale price or guaranteed price. The markup or guaranteed price shall be firm for the contract period, which will be from the date of award until June 30, 2021. All bid prices shall include any and all taxes, surcharges, and fees. All bid prices shall be FOB delivery location. The City will make the final determination as to which method of purchasing fuel is in the best interest of the City.

**General Instructions:**

1. Preparation of Bid Proposal

The bidder shall submit the proposal upon the form furnished by the City (included). All figures shall be in ink or typed. Corrections shall be in ink or typed, and initialed. The bidder's proposal must be signed by an employee, officer or agent of the corporation legally qualified to do so with title clearly noted.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

## 2. Disqualification

Bid proposals may be disqualified and rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the City or if the form is altered;
- b) If the proposal contains unauthorized additions, conditions or altered bids;
- c) Evidence of collusion among bidders;
- d) Failure to submit all required information as requested in the specifications;
- e) Disqualification is in the best interest of the City.

## 3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

## 4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw the proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

### **Award:**

Within 30 calendar days after the opening of bids, awards will be made separately for each fuel to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidders will be notified by mail that the bid has been accepted.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

### **Reservation of Rights:**

The City reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, if in the judgment of the City, the best interest of the City of Portsmouth will be promoted thereby. The City also reserves the right to request corporate and background information on the bidder and to request references.

**Terms of Award:**

Those successful bidders (“suppliers”) to whom an award is made shall within ten (10) days of receipt of the Notice of Award furnish the following:

- 1) List of vehicles to be used to service the accounts, including year, make and capacity;
- 2) Certificate of Insurance showing general liability, automotive and worker’s compensation in the amounts required by this Bid;
- 3) Posted wholesale price, when requested.

During the term of the Award (through June 30, 2021), supplier shall:

- 1) Be subject to the insurance requirement in Attachment A;
- 2) Comply with all state and federal requirements for the transportation, storage and handling of the fuels to be provided under this bid;
- 3) Indemnify and hold harmless the Owner from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys’ fees) arising in any way out of the Contractor's breach of, or failure to perform any obligation of Contractor under this Award/Agreement. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action;
- 4) Meet the fuel and delivering specifications described in this bid document.
- 5) Send separate invoices for each delivery to the City of Portsmouth, Public Works Department 680 Peverly Hill Road, Portsmouth, NH 03801. Each invoice should reference the fill location. The City of Portsmouth’s payments terms are net 30 days.

**FUEL REQUIREMENTS****B-20 BIODIESEL BLEND STOCK REQUIREMENTS:**

The Public Works Department requests B-20 biodiesel fuel blend on a year round basis. The B-20 biodiesel product supplied shall be formulated utilizing “premium ultra low sulfur #2” blend stock on a year round basis. Below are the guidelines for the minimum protection cloud points required. All fuel delivered shall meet or exceed the cloud point requirements as stated below unless superseded by requirements stated at time of order.

**ADDITIVE WINTER PREMIUM DIESEL CLOUD POINT REQUIREMENTS:**

- October 1<sup>st</sup> through to March 15<sup>th</sup> – B5 fuel delivered with a required cloud point that meets or exceeds -5 degrees F cloud point.
- March 15<sup>th</sup> to December 30<sup>th</sup> – B-20 fuel delivered with a required cloud point meets or exceeds +20 degrees F cloud point

**EMERGENCY SUPPLY**

**Vendors must be within a 7 mile radius of DPW and have 24-hour/7-day per week emergency availability**

The City is seeking pricing from companies located within a 7 mile radius of the Portsmouth Department of Public Works, 680 Peverly Hill Road, to provide emergency deliveries of #2 heating oil, biodiesel blend, unleaded gasoline and the purchase of unleaded gasoline at the vendor’s location as needed. There is no guarantee we will use the services, or the number of times. We do not guarantee any usage. The fuel specifications for the emergency supply will be the same as the primary supply specifications.

**Tank Sites and Capacities**

**BIODIESEL FUEL**

Tank Location: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth New Hampshire

Tank Size: 12,000 gallons

Estimated Annual  
Quantity: 75,000 gallons

Invoices to be mailed to: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

**UNLEADED GASOLINE**

Tank Location: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, New Hampshire

Tank Size: 5,000

Estimated Annual  
Quantity: 75,000 gallons

**Tank Sites and Capacities**

**#2 Heating Oil**

<u>Tank Location:</u>	<u>Tank Size:</u>
Pierce Island Wastewater Treatment Plant	One 2,000 gallon tank and
200 Pierce Island	One 4,000 gallon tank
Portsmouth, NH 03801	
Estimated Consumption:	4500-5000 gallons

**Delivery: All deliveries of biodiesel fuel and unleaded gasoline must be received within 24 hours of the order being placed. All deliveries must be made between the hours of 7:30 a.m. and 3:15 p.m., Monday through Friday. It is mandatory that a City Employee be present during deliveries and that the employee sign off on the delivery slips.**

Invoices to be mailed to: Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

CITY OF PORTSMOUTH  
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**BID PROPOSAL FORM**

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**Annual Fuel Bid #01-21**

**2020-2021 Annual Fuel Contract**

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the bid documents and agrees to be bound by the terms and conditions, including the obligation to indemnify, set forth therein;
5. The bidder understands that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the bid documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices as set forth below.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

The undersigned further agrees to provide and deliver #2 Heating Oil, Blended Biodiesel Fuel and/or Unleaded Gasoline to the City of Portsmouth, FOB the delivery locations, as per the bid documents, as follows:

**The markup or guaranteed price shall be firm for the contract period, which will be from the date of award until June 30, 2021.**

**Each type of fuel will be awarded separately.**

**PRIMARY SUPPLY:**

**1) #2 Heating Oil**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_



**BID PROPOSAL FORM**

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**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**2) Biodiesel Blend**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**3) Unleaded Gasoline**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

**BID PROPOSAL FORM**

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**24/7 EMERGENCY SUPPLY:**

**1) #2 Heating Oil**

**OPTION A:** Cost per gallon, markup over wholesale: \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price: \$ \_\_\_\_\_

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**2) Biodiesel Blend**

**OPTION A:** Cost per gallon, markup over wholesale: \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price: \$ \_\_\_\_\_

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

**3) Unleaded Gasoline**

**OPTION A:** Cost per gallon, markup over wholesale \$ \_\_\_\_\_

**OPTION B:** Guaranteed Price \$ \_\_\_\_\_

**BID PROPOSAL FORM**  
**Page 4 of 4**

**The bid prices listed for Option A and for Option B shall include any and all taxes, fees, and/or surcharges.**

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

\_\_\_\_\_  
\_\_\_\_\_

Wholesale Supplier \_\_\_\_\_

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this bid document, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Submitted by: \_\_\_\_\_  
(PRINT NAME AND TITLE)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax :(    ) \_\_\_\_\_

Email Address: \_\_\_\_\_

## INSURANCE REQUIREMENTS Attachment A

The bidder shall purchase and maintain, throughout Fiscal Year 2020 insurance of the limits and types specified below from an insurance company approved by the City.

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. **Insurance must cover the accidental discharge of fuel during the course of performance of this contract.**

### AMOUNT OF INSURANCE

- A) Comprehensive General Liability:  
Bodily injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate

(Excess or umbrella coverage may satisfy requirements)

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

### EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of this contract. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

Insurance coverage is subject to approval by the City Attorney.