



TOWN OF GILFORD ***INVITATION TO BID***

October 11, 2016

Dear Fuel Bidder:

The Town of Gilford invites interested vendors to submit a bid on a fixed price agreement for municipal propane requirements for the ensuing year, beginning December 1, 2016 and ending November 30, 2017.

Estimated (non-guaranteed) totals for the 2016/2017 period are as follows:

Fire Rescue:	1,100 gallons
Ice Rink:	450 gallons
Library:	200 gallons
Public Works:	100 gallons

Specifications as to location (for delivery and billing) and tank capacity are attached.

The Town will pay for all propane received within 30 days upon invoice after delivery. This contract will NOT include any pre-payment obligations on the part of the Town nor will the Town be required to pre-pay for their estimated propane commitment.

The Town of Gilford reserves the right to accept or reject any bid for any reason, or no reason, without recourse by any Bidder and to award a contract to any Bidder on any basis which the Board of Selectmen, in its sole and absolute discretion, determines to be in the best interest of the Town.

All bids shall be returned to Mia Gagliardi, Operations Manager, Department of Public Works 55 Cherry Valley Road Gilford NH 03249 clearly marked "**Propane Fuel Bid**", no later than **2:00pm Tuesday October 25th** at which time they shall be publicly opened.

It is anticipated that a notice of award shall be issued after Board of Selectmen approval at their regularly scheduled meeting to be held on Wednesday November 9th.

Successful bidder must guarantee to the sale of propane at the quoted fixed price per gallon beginning Thursday December 1st, 2016.

All billing and arrangements for deliveries will be done through each Department as listed. The successful bidder will be required to ensure that all tanks at the different locations 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.

The successful bidder shall locate and set propane tanks at all locations in the Town of Gilford at no cost to the Town at the inception of the contract term. The new vendor shall disconnect the tanks of the former vendor. Within ten (10) days of the awarding of the contract, the selected vendor shall examine all locations and report to the Town of Gilford the amount of propane in each tank. The selected vendor shall cooperate with the previous vendor for the transition of the propane tanks in accordance with industry standards.

As an alternative, the selected vendor may, within thirty (30) days of the award, negotiate with the previous vendor for the transfer of ownership of the propane tanks.

No vendor shall fill tanks not owned by the vendor, except upon written permission of the Town of Gilford.

The selected vendor shall remove all tanks within thirty (30) days of the termination and/or expiration of the contract term at no cost to the Town of Gilford. Upon picking up the tanks, the vendor relinquishing the location shall weigh the tanks and credit the Town of Gilford on the last invoice for any unused propane gas left in the tank at the time of pick up.

As an alternative, the selected vendor may transfer ownership of the tanks to the subsequent vendor selected for a successor term within thirty (30) days of the termination or expiration of the contract term. The credit procedure shall not apply to propane product in the tanks where ownership is transferred to a subsequent vendor or the Town of Gilford.

Failure of the selected vendor to remove one or more tanks or transfer ownership within thirty (30) days after the termination and/or expiration of the contract terms shall automatically transfer ownership of the tanks to the Town of Gilford free and clear of any interest of the selected vendor and its creditors.

The selected vendor shall hold harmless the Town of Gilford for damages resulting from the failure to install or remove propane tanks.

The selected vendor shall use every precaution to prevent injury to Town and private property in the vicinity of the propane tanks. The vendor shall be responsible for all damage and injury to persons and/or property during the execution of the work resulting from any act, omission, neglect, and/or misconduct in the manner or method of performing the work. The vendor shall indemnify, defend, and hold harmless the Town of Gilford, its agents and assigns from any liability, damage, claims, penalties, and/or regulatory agency fines that may arise. The vendor shall promptly restore to the satisfaction of the Town, at the vendor's expense, any property that may be damaged during this contract.

The selected vendor shall be required to obtain Comprehensive Liability Insurance in the amount of \$2,000,000; Automobile Liability Insurance in the amount of \$1,000,000; and Worker's Compensation per NH law, naming the Town of Gilford as an additional insured/certificate holder and submit certificate of insurance prior to December 1st.

BASE BID:

No Liquidated Damages Due Based on a Shortfall of Propane Purchased

_____ YES, _____ NO

The total gallons listed are “best” estimates based on past actual gallons used. If the Town does not take delivery of the gallons estimated on the attached sheet over the course of the heating season, there will be **no liquidated damages due based on the shortfall.**

The bid must include the following criteria:

1. The bid must include the name of the supplier and the suppliers location

Name of supplier _____
Supplier location _____

2. The bids must be submitted as a guaranteed price for the period beginning on December 1, 2016 and ending November 30, 2017. The price must be fixed for the heating season regardless of fluctuation in the market.

Bidder agrees to sell up to _____ gallons of propane at a fixed price of _____ per gallon for the period of December 1, 2016 through November 30, 2017.

The awarding of the bid will be based on the contractor’s price submitted to the Town on Tuesday October 25th at 2:00pm EST. Once the contractor has been notified that the bid has been accepted, the Town may lock in the price of the propane at the price submitted by the Bidder at the close of the bid. Notification of signing of the contract will be made via e-mail, fax or verbal telephonic acceptance.

3. All Propane deliveries and products must conform to all applicable State and Federal requirements.
4. Bidder shall indicate below the process used to protect themselves and the Town from increases in the price of fuel during the term of the contract.

5. Bidder must indicate if there will be any tank rentals due to low quantities.
6. Bidder shall not subcontract ANY portion of this bid.

No portion of this bid will be subcontracted. This includes storage and delivery of propane. Please initial and date that you agree to this provision.

Initials _____ Date _____

	<u>Billing Address</u>	<u>Tank Location</u>	<u>Tank Size</u>
Fire Rescue:	39 Cherry Valley Road Gilford, NH 03249 603-527-4785	39 Cherry Valley Rd.	1,000 120 120
Ice Rink:	Parks & Recreation Dept 47 Cherry Valley Road Gilford, NH 03249 603-527-4722	40 Varney Point Rd.	500
Library:	19 Potter Hill Road Gilford, NH 03249 603-524-6042	19 Potter Hill Rd.	120
Public Works:	55 Cherry Valley Road Gilford, NH 03249 603-527-4778	55 Cherry Valley Rd. 41 Hedgewood Cir. 66 Varney Pt. Left 90 Varney Pt. Right	120 500 120 120