

## Fuel Oil and Propane Bid

May 7, 2015

### I. INTRODUCTION

#### 1. Summary of Request

The Windham School District (District) located in Windham, New Hampshire is seeking bids from qualified firms interested in providing fuel oil and propane to the District.

Also, the Town of Windham (Town) located in Windham, New Hampshire is seeking to be included in the bid results for this bid, however, the Town's portion of this bid award is subject to Board of Selectmen approval.

The contract term is July 1, 2015 through June 30, 2016.

#### 2. Intent

The District's intent and the requirements of this bid is to provide the District and the Town with the appropriate level of service, at the best price.

#### 3. Submission of Responses

- a. Bids must be submitted via mail or in person to:  
Adam Steel, Business Administrator  
Windham School District  
19 Haverhill Rd.  
Windham, NH 03087  
ATTN: Fuel Oil Bid
- b. Bids must be received no later than 10:00 AM, Tuesday June 2, 2015. It is the responsibility of the bidder to ensure the bids are received by the District before the deadline.
- c. Faxed or emailed submissions will not be accepted. Any bids received after

the specified date and time will not be considered, nor will late bids be opened.

- d. Any questions concerning this bid shall be made in writing. However, vendors who have questions may also contact the Director of Business, Finance, and Operations at (603) 425-1976.
  - e. Bids must be submitted using the attached form.
  - f. Because of the volatile nature of the energy markets, the District will select a winning bidder within 24 hours of the bid closing. Vendors are encouraged to submit bids on the day bids are due to ensure the most competitive pricing.
4. Background

a. School District

The Windham School District is comprised of four schools serving approximately 2,800 students plus an administrative office building.

b. Energy Use Profile

- 1. #2 Fuel Oil: Approximately 75,000 gallons per year
- 2. Propane: Approximately 32,000 gallons per year

c. Town of Windham

The Town of Windham is comprised of twelve buildings.

d. Energy Use Profile

- 1. #2 Fuel Oil: Approximately 4,000 gallons per year
- 2. Propane: Approximately 32,000 gallons per year

5. Scope of Services Required

1. #2 Fuel Oil

If providing a bid for #2 fuel oil, the vendor will be responsible for delivering #2 fuel oil to school and town locations from July 1, 2015 through June 30, 2016 as needed.

2. Propane

If providing a bid for propane, the vendor will be responsible for delivering propane to school and town locations from July 1, 2015 through June 30, 2016 as needed. Vendor will be responsible for providing proper and adequate propane tanks including any and all

costs associated with installing proper tanks and connecting them to building systems, including making arrangements with current tank owners. Regarding underground tanks, pricing should be quoted to accommodate the servicing of the tanks without removing them. Vendor will retain all liability related to the propane tanks, their care and upkeep, and any required or necessary maintenance of said tanks.

3. A listing of District delivery locations will be provided to the winning bidder.

## CONDITIONS OF PROPOSAL

With the District and Town operating under separate governing bodies, final contract documents and billing arrangements will be coordinated for each entity by the District Business Administrator and the Assistant Town Administrator, respectively. For purposes of this section, all references to the “District” include the Town of Windham.

### 1. Indemnification and Insurance

The successful contractor shall agree to indemnify and hold harmless the District from and against any and all claims whatsoever arising out of or occurring during the performance of this service or occurring and occasioned directly or indirectly by its error or omission, negligence of fault.

### 2. No Conflict

The Contractor, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived there from.

### 3. Compliance With Law

- a. The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.

### 4. Proposal Held Open

- a. No Contractor shall be permitted to withdraw its proposal for a period of thirty (30) days following the submission deadline.

### 5. District Reservation of Rights

- a. The District reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the District as its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the District to do so.
- b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District’s best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.

- c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.
- d. The District reserves the right to waive or disregard any informality, irregularity or deficiency in any bid received.
- e. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

6. Work Authorization

The Contractor will be authorized to do work by being given a "Notice to Proceed" by the District that will include a list of District locations to be serviced with #2 fuel oil, diesel fuel and/or propane.

7. Termination of the Contract

- a. The District reserves the right to cancel its contract at anytime if deficiencies or any kind are reported in writing to the Contractor, and if said deficiencies are not corrected within ten (10) days.
- b. The District reserves the right to cancel its contract at any time upon breach of conditions specified in the contract.

# General Bidder Certifications and Disclosures

Firm Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

**I. Criminal and Civil History.** By submission of this bid, the Bidder hereby certifies under oath that the Bidder, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “no”, the Bidder shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Bidder, or the Bidder’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Bidder and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Bidder or the Bidder’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Bidder, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Bidder and any employee that shall have contact with the schools, including all transportation personnel. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

**II. Creditor Relationships and Business History.** Bidder hereby certifies that it:

A. Has been in business for \_\_\_\_\_ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Bidder filed for bankruptcy protection on \_\_\_\_\_.

**III. Equal Opportunity Employer.** Bidder hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**IV. Safety and Licensure.** Bidder certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide services to the District and meets all applicable safety standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

**V. Insurances.** Bidder holds all the insurances which shall be required by the District.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VI. Criminal Records and Training.** Bidder complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VII Contract Performance.** Bidder certifies that it has never had a contract terminated for nonperformance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

*The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Bidder on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.*

Bidder's Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

# Bid Submission Form

**Name of Bidder:**

Street Address:

Town:

State:

Zip:

Business Phone Number:

Business Contact Name:

**\*\*\* BIDDER CAN BID FOR EITHER #2 FUEL OIL, PROPANE, OR ALL THREE \*\*\***

**#2 Fuel Oil**

Fixed net price per gallon valid from July 1, 2015 through June 30, 2016:

\$ \_\_\_\_\_.

**Propane**

Fixed net price per gallon valid from July 1, 2015 through June 30, 2016:

\$ \_\_\_\_\_.

Submit forms in person or via mail to:

Adam Steel, Business Administrator  
Windham School District  
19 Haverhill Road  
Windham, NH 03087  
ATTN: Fuel Oil Bid

Submit bids no later than 10:00 AM on Tuesday, June 2, 2015.

The Town will determine if it shall accept the District's winning bid within ten business days of the bid submission date.