

**Windham School District
and
Town of Windham, NH
Fuel Oil, Diesel and Propane Bid
June 28, 2019**

I. INTRODUCTION

1. Summary of Request

The Windham School District (District) located in Windham, NH is seeking bids from qualified firms interested in providing fuel oil and diesel fuel for the Windham School District and propane for the Town of Windham, NH.

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 17, 2019 through June 30, 2020.

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:

William Hickey, 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, Thursday July 11, 2019. 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. Vendors who have questions may contact Roger Preston Manager of Facilities and Grounds, at rpreston@windhamsd.org.

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 proposal shall be valid until July 17, 2019.

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
3. Dyed Diesel: Approximately 450 gallons per year

c. **Town of Windham**

The Town of Windham is comprised of twelve buildings.

d. Energy Use Profile

1. Propane: Approximately 32,000 gallons per year

5. Scope of Services Required

a. **#2 Fuel Oil**

If providing a bid for #2 fuel oil, the vendor will be responsible for delivering #2 fuel oil to school locations from July 17, 2019 through June 30, 2020 as needed.

b. **Propane**

If providing a bid for propane, the vendor will be responsible for delivering propane to town locations from July 17, 2019 through June 30, 2020 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.

c. Dyed Diesel

If providing a bid for dyed diesel fuel, the vendor will be responsible for delivering diesel fuel to school locations from July 17, 2019 through June 30, 2020 as needed.

6. A listing of District and Town delivery locations is specified in Appendix A

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 Contractor shall protect, indemnify, save, defend and hold harmless the School District, including officials, agents, volunteers and employees ("Indemnified Parties"), from against any and all liabilities, obligations, claims, damages, penalties, cause 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 activities of the Contractor or its agents, employees, contractors, or subcontractors, and even if caused in whole or in part by any negligence or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractor, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages, taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and /or other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The School District shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

The Contractor agrees that it will carry any and all insurance which will protect it, the District and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorney's' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the

Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the District and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the District.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the District.

The Contractor will furnish to the District a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the District and its officials, agents, volunteers and employees are named as an additional insured on the general liability automobile liability insurance coverage.

The Contractor shall provide proof of worker's compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

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 and diesel fuel.

7. Termination of the Contract

a. The District reserves the right to cancel its contract at any time 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 contractor 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 averse 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: _____
Email: _____

***** BIDDER CAN BID FOR EITHER #2 FUEL OIL, DIESEL, or PROPANE *****

#2 Fuel Oil

Fixed net price per gallon valid from July 17, 2019 through June 30, 2020:

\$ _____.

Dyed Diesel

Fixed net price per gallon valid from July 17, 2019 through June 30, 2020:

\$ _____.

Propane

Fixed net price per gallon valid from July 17, 2019 through June 30, 2020:

\$ _____.

Submit forms in person or via mail to:
William Hickey, 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, July 16, 2019.
The Town will determine if it shall accept the District's winning bid within ten business days of the bid submission date.

Appendix A

Delivery Locations and Fuel Tank Size

Windham School District:

| Building | Location | Tank Size in Gallons | Fuel |
|-------------------------|-----------------------|-----------------------------|-------------|
| Windham High School | 64 London Bridge Road | Building Tank 10,000 | Fuel Oil |
| Windham High School | 64 London Bridge Road | Diesel Generator 898 | Diesel |
| Windham High School | 64 London Bridge Road | Diesel Fire Pump 120 | Diesel |
| Administrative Building | 19 Haverhill Road | Building Tank 2 x 275 | Fuel Oil |
| Administrative Building | 19 Haverhill Road | Diesel Generator 112 | Diesel |
| Windham Center School | 2 Lowell Road | Building Tank 10,000 | Fuel Oil |
| Windham Middle School | 112A Lowell Road | Building Tank 8,000 | Fuel Oil |
| Windham Middle School | 112A Lowell Road | Diesel Generator 119 | Diesel |
| Golden Brook School | 112B Lowell Road | Diesel Generator's 369 | Diesel |

Town of Windham:

| Building | Location | Tank Size in Gallons | Fuel |
|---------------------|-------------------|-----------------------------|-------------|
| Town Hall | 3 N. Lowell Road | 1,000 | Propane |
| Planning Department | 3 N. Lowell Road | 1,000 | Propane |
| Armstrong Building | 3 N. Lowell Road | 500 | Propane |
| Bartley Building | 4 N. Lowell Road | 2 x 120 | Propane |
| Police Department | 4 Fellows Road | 2 x 1,000 | Propane |
| Fire Department | 3 Fellows Road | 2 x 1,000 | Propane |
| Transfer Station | Ledge Road | 3 x 120 | Propane |
| Highway Garage | Ledge Road | 1,000 | Propane |
| Searles Building | 3 Chapel Road | 1,000 | Propane |
| Former SAU | 21 Haverhill Road | 1,000 | Propane |
| Nesmith Library | 8 Fellows Road | 2 x 1,000 | Propane |