

# Winchester School District Bid Specifications for Fuel Oil 2019/2020

## I. INTENT

Winchester School District requests bids for the procurement of “#2 Fuel Oil”. Bids must be clearly marked “Fuel Oil Bid” on the outside of a sealed envelope and returned to Ian Spencer at SAU #94 85A Parker Street, Winchester, NH 03470 **no later than 3:00 PM on Tuesday April 16, 2019. Bids will be opened and read at 3:00 PM at the above address.**

All bids received by the prescribed time and submitted in the appropriate fashion will be opened and read in public. **Late bids and facsimiles will not be accepted.**

## II. CONTRACT PERIOD

The contract commences on October 1, 2019 and terminates on June 30, 2020.

## III. SUBMISSION OF BIDS

All proposals must be submitted on forms provided including: 1) Bid Proposal, 2) Indemnification and Save Harmless Agreement. All forms must be properly and completely filled out. An authorized principal or agent of the bidder must sign all forms. Any modifications, which a bidder submits, must be on a separate attachment, identified properly as such, and signed by an authorized principal or agent of the bidder.

Bid Clarifications: Should any prospective bidder desire clarification or interpretation of any item in general conditions and specifications, such request must be made to Ian Spencer, Director of Facilities, Winchester School District 603-803-1016 or [ispencer@wnhdsd.org](mailto:ispencer@wnhdsd.org)

## IV. BID AWARD

Winchester School District reserves the right to reject any and all bids; to award the bid to other than the lower bidder(s) if it is judged to be in the best interest of Winchester School District. No bidder may withdraw his bid for a period of 5 days from the date of the bid opening.

Award notification will be confirmed by telephone and followed up by email with the lowest responsible bidder on any day **within 5 days of the bid opening.**

## V. QUANTITY/DELIVERY

Total of 31,000 gallons:

Three 10,000 gallon deliveries to be split between 3 main tanks will be **provided within 5 days of request.** Remaining 1,000 gallons will be used for automatic monthly fill-ups of 275 gallons tank in Ford building at the same address. Excess will be delivered as needed to any tank at the discretion of Winchester School District.

## VI. BID PRICES

**Bid prices shall not include either Federal or State taxes. Moreover.**

Please bid pricing for **both** “Net 30 Days” and “Paid in Full by October 1, 2019. The bidder agrees to purchase contracts guaranteeing future delivery of the required amount of fuel oil at the price agreed upon in this contract.

## VII. BILLING

Bills should be forwarded directly to [ispencer@wnhsd.org](mailto:ispencer@wnhsd.org). **A copy of the signed metered delivery ticket must accompany all bills.**

## VIII. DELIVERY

The successful Bidder shall be in contact with Winchester School District to the delivery location and the quantity required in periodic deliveries. It shall be the responsibility of the Bidder to insure the uninterrupted supply of fuel to the **Ford Building only**. Winchester School District is responsible for main tank level management.

It is the responsibility of the supplier to see that an adequate supply of #2 Fuel Oil (no less than 20% of capacity) is in Ford Building tank at all times. **IMMEDIATE DELIVERY (SAME DAY) IS EXPECTED UPON NOTIFICATION OF INADEQUATE SUPPLY.**

No part of this contract may be subcontracted without the written permission of Winchester School District.

## IX. SPILLAGE

Any spillage at the time of delivery will be the responsibility of the Bidder and any costs to repair resultant damages or any penalties assessed against Winchester School District or parties thereto, because of pollution resulting from such spillage shall be borne by the Bidder.

## X. STANDARD FUEL OIL SPECIFICATIONS

All fuel oil specified herein and delivered under these requirements shall be hydrocarbon oil that in all instances will meet or exceed the A.S.T.M. designation D396-86 for No. 2 fuel oil. Additionally, all fuel oil referred to herein is to be free of acid, grit, metal particles or any foreign matter that could clog, injure, cause damage to or breakdown burners, valves, fittings, fuel lines and/or pumps associated with the supply and production of the heat when using the fuel oils specified.

## XI. INSURANCE

The successful Bidder shall be required to furnish to Winchester School District a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) day notice to Winchester School District as an additional insured. The required insurance coverage is: Comprehensive form General Liability including premises/operations, underground explosion and collapse hazard, oil spills, completed products/operations, contractual independent contractors, broad form property damage, and personal injury.

Limits of Liability shall combine bodily injury and property damage:  
\$1,000,000; each occurrence. \$2,000,000; aggregate.

Automobile Liability including owned vehicles, hired vehicles, and non-owned vehicles.

Limits of liability shall combine bodily injury and property damage:  
\$1,000,000; each occurrence. \$2,000,000 aggregate.

Excess Liability-Umbrella Form.

Limits of Liability shall combine bodily injury and property damage:  
\$1,000,000; each occurrence. \$2,000,000; aggregate.

Worker's Compensation Insurance.

Limit of Liability shall be the statutory limit of:  
\$1,000,000 each accident.

# FUEL OIL BID FORM

The undersigned hereby offers to supply #2 Fuel Oil for the period October 01, 2019 to June 30, 2020.

Winchester School District - 31,000 gallons of #2 Fuel Oil

The undersigned further certifies that he/she is aware that Winchester School District may reject any or all bids. Bidder has not included any State or Federal taxes for which Winchester School District are not liable and is making this bid without collusion with any other person, individual or cooperation.

The undersigned has read the entire bid specifications, and by bidding, fully and completely accepts all the terms and conditions stated in the bid specifications.

**Payment Terms: Net 30 Days**

Price per gallon for (30,000 gallons) 3 main deliveries: \_\_\_\_\_

Price per gallon for (1,000 gallons) monthly deliveries: \_\_\_\_\_

TOTAL cost to district with all Taxes and Fees: \_\_\_\_\_

**Payment Terms: Paid in full by October 1, 2019**

Price per gallon for (30,000 gallons) 3 main deliveries: \$\_\_\_\_\_

Price per gallon for (1,000 gallons) monthly deliveries: \$\_\_\_\_\_

TOTAL cost to district with all Taxes and Fees: \$\_\_\_\_\_

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

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

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

# HOLD HARMLESS AGREEMENT

Contractor/organization agrees that it will indemnify and hold harmless Winchester School District, its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law unless and to the extent caused by the Winchester School District willful acts.

**I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold Winchester School District harmless as outlined in the above statement.**

CONTRACTOR/ORGANIZATION NAME \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
DATE \_\_\_\_\_