

**School Administrative Unit #39  
And Town of Amherst  
Fuel Oil and Propane Request for Bids  
April 15, 2022**

1. Summary of Request

SAU #39 (District) and the Town of Amherst are seeking bids from qualified firms interested in providing fuel oil and propane for schools located in Amherst and Mont Vernon, NH and for the Town of Amherst.

The contract term is July 1, 2022 through June 30, 2023.

2. Intent

The District and Town's intent and the requirements of this Request for Bids are to provide the District and Town with the appropriate level of service, in the best interest of the District and Town, as determined by the District and Town in their sole discretion.

3. Submission of Responses

- a. The bids shall be submitted on the attached bid form. Bids should be electronically transmitted to the address listed below with the required subject line.

**“FUEL OIL and PROPANE BID 2022 - 2023”**

**Electronic Submission**

[rpreston@sau39.org](mailto:rpreston@sau39.org)

Roger Preston, Director of Facilities

- b. Bids must be received no later than 10:00 AM, Tuesday May 3, 2022. It is the responsibility of the bidder to ensure the bids are received before the deadline.
- c. 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. Bidder who have questions may contact Roger Preston Facilities Director, at [rpreston@sau39.org](mailto:rpreston@sau39.org), or Eric Slosek, Interim Director of Public Works at [eslosek@amherstnh.gov](mailto:eslosek@amherstnh.gov).
- e. Bids must be submitted using the attached form.
- f. Awards will be made by the Select Board and School Boards at a regular board meeting.

4. Background

a. School District

The District consists of five (5) schools serving approximately 2,282 students plus an administrative office building. The District utilizes approximately 40,000 gallons of #2 Fuel Oil and approximately 1,000 gallons of propane per year. Tank sizes and delivery locations are specified in Appendix A.

b. Town

The Town has eight (8) buildings, each building has different storage capacities. The Town utilizes approximately 10,500 gallons of #2 Fuel Oil and approximately 11,500 gallons of propane per year. Tank size and Town delivery locations are listed in Appendix B.

5. Scope of Services Required

Bidders may bid on #2 fuel oil or propane or both.

#2 Fuel Oil

If providing a bid for #2 fuel oil, the successful bidder will be responsible for delivering #2 fuel oil to District and Town locations from July 1, 2022 through June 30, 2023 as needed.

Propane

If providing a bid for propane, the successful bidder will be responsible for delivering propane to District and Town locations from July 1, 2022 through June 30, 2023 as needed. The successful bidder 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. The successful bidder will retain all liability related to the propane tanks, their care and upkeep, and any required or necessary maintenance of said tanks.

Equipment Inspection/Testing

Within ninety (90) days of award of contract, the successful bidder shall:

- Perform cathodic testing on all underground tanks
- Perform visual safety inspection on all propane and oil tanks

## CONDITIONS OF PROPOSAL

The final contract documents and billing arrangements will be coordinated by the District Business Administrator and Town Director of Public Works. For purposes of this section, all references to the “District” refers to Amherst, NH, Souhegan, and Mont Vernon, NH School Districts and all references to “Town” refers to the Town of Amherst, NH.

### 1. Indemnification and Insurance

To the maximum extent permitted by law, the successful bidder shall protect, indemnify, save, defend and hold harmless the District and Town, including their 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 the Contract or activities of the successful bidder 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 successful bidder 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 successful bidder'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 successful bidder's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Contract.

The District and Town shall not be required to defend or indemnify the successful bidder, any subcontractor or any professional service provider.

The successful bidder agrees that it will carry any and all insurance which will protect it, the District, Town, 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 successful bidder whether such operations be performed by the successful bidder 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 successful bidder further agrees that the District, Town, and their officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the District and Town.

Prior to commencing work, the successful bidder 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 successful bidder shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the District and Town.

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

The successful bidder 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 bidder, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District or Town 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

The successful bidder 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 successful bidder.

4. Proposal Held Open

The successful bidder's proposal shall be valid until May 11, 2022 until 5:00 pm.

5. Reservation of Rights

- a. The District and Town reserve the right to accept any proposal, in whole or in part, to accept the bid on one or more items of the proposals, or any combination of items of the proposal, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the District and Town at their sole discretion even if it is not the lowest proposal, and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the District and Town to do so.

- b. Negotiation, if undertaken by the District and Town, is intended to result in a contract, which is deemed by the District and Town, in their sole discretion, to be in the District's and Town'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 successful bidder.
- c. The District and Town reserve 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 and Town reserve 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 and Town will not honor requests for payment of so-called reimbursable expenses.

6. Work Authorization

The successful bidder will be authorized to do work by being given a "Notice to Proceed" by the District and Town that will include a list of locations to be serviced with #2 fuel oil and propane.

7. Termination of the Contract

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

8. References

The successful bidder must provide a list of at least three (3) client references relating to work of a similar project and scope. Reference list must include contact name, address, email address, and phone number. The successful bidder agrees to allow the District and Town to contact any and all client references provided.

## 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/bidder’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 Town and meets all applicable safety standards.

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

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

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 and Town reserve the right, at their sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District and Town reserve the right, at their 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 and Town.***

Bidder's Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Bid Submission Form

Name of Bidder: \_\_\_\_\_

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

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Business Contact Name: \_\_\_\_\_

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

### #2 Fuel Oil

Fixed net price per gallon valid from July 1, 2022 through June 30, 2023:

\$ \_\_\_\_\_

### Propane

Fixed net price per gallon valid from July 1, 2022 through June 30, 2023:

\$ \_\_\_\_\_

Bids should be electronically transmitted to the address listed below with the required subject line.

**“FUEL OIL and PROPANE BID 2022 - 2023”**

**Electronic Submission**

[rpreston@sau39.org](mailto:rpreston@sau39.org)

Roger Preston, Director of Facilities

Submit bids no later than 10:00 AM on Monday, May 3, 2022.

**APPENDIX A**

**Delivery Locations and Fuel Tank Size and Type**

**Amherst School District:**

<b>Building</b>	<b>Location</b>	<b>Tank Size and Type</b>	<b>Fuel</b>
Clark School	14 Foundry St. Amherst, NH 03031	2,000 Gallons Aboveground	#2 Fuel Oil
Wilkins School	80 Boston Post Rd. Amherst, NH 03031	4,000 Gallons Underground	#2 Fuel Oil
Wilkins School	80 Boston Post Rd. Amherst, NH 03031	1,000 Gallons Aboveground	Propane
Bean House	10 Cross Rd. Amherst, NH 03031	2 x 100 Gallons Aboveground	Propane

**Mont Vernon School District:**

<b>Building</b>	<b>Location</b>	<b>Tank Size in Gallons</b>	<b>Fuel</b>
Mont Vernon Village School	Hardwood Rd. Mont Vernon, NH 03057	8,000 Gallons Underground	#2 Fuel Oil

**APPENDIX B  
Town of Amherst**

**Delivery Locations and Fuel Tank Size and Type**

<b>Building</b>	<b>Location</b>	<b>Tank size and Type</b>	<b>Fuel</b>
So. Fire Station	Stearns Rd	1,000 Gal. in ground	Propane
Central Fire	177 Amherst St.	(2) 1,000 Gal. in ground	Propane
Recreation	4 Cross Rd	325 gal. tank in ground (2) 120 gal. tank above ground	Propane
Police/Rescue generator	175 Amherst St.	325 Gal. tank in ground	Propane
DPW Office	22 Dodge Rd	500 Gal. above ground	Propane
DPW Mechanic	22 Dodge Rd	(3) 100 Gal tanks above ground	Propane
Transfer Station	260 Rte. 101	(2) 100 Gal tanks above ground Red barn & clock room	Propane
Birch Pond	13 Baboosic Lake Rd	(2) 100 Gal. tanks above ground	Propane
Library	14 Main St.	(4) 250 Gal. tanks	Heating Oil
Police Dept.	175 Amherst St	275 Gal. tank	Heating Oil
Town Hall	2 Main St	(2) 275 Gal. tanks	Heating Oil
DPW Office	22 Dodge Rd	275 Gal. tank	Heating Oil
Buckmeadow Club	30 Rte. 101A	300 Gal. tank	Heating Oil