

**Ledyard Public Schools**

**Bid Specifications**

**No. 2 Fuel Oil**

**Ultra Low Sulfur Diesel**

**2016-2017**

## I. INTENT

Ledyard Public Schools requests bids for the procurement of “**No. 2 Fuel Oil/Ultra Low Sulfur Diesel**”. Bids must be clearly marked “**No. 2 Fuel Oil/Ultra Low Sulfur Diesel**” on the outside of a sealed envelope and returned to Jason Lathrop, Business Manager, 4 Blonder Blvd, Ledyard CT 06339 **no later than Thursday, March 10, 2016. Bids will be opened and read at 2:00 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 July 1, 2016 and terminates on June 30, 2017.

## III. SUBMISSION OF BIDS

All proposals must be submitted on forms provided including: 1) Bid Proposal, 2) Non-Collusive Bid Statement, 3) Indemnification and Save Harmless Agreement and 4) Statement of Employment Policy. 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 in writing to Jason Lathrop, Business Manager, 4 Blonder Blvd, Ledyard CT 06339 who will supply a response in writing. Ledyard Public Schools will not be held responsible for and hereby disclaims any alleged oral instructions of contract interpretations given to bidders.

Ledyard Public Schools may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to Ledyard Public Schools all such information and data for this purpose as Ledyard Public Schools may request.

## IV. BID AWARD

Ledyard Public Schools 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 Ledyard Public Schools. No bidder may withdraw his bid for a period of 10 days from the date of the bid opening.

Award notification will be confirmed by telephone and followed up in writing with the lowest responsible bidder on any day **within 10 days of the bid opening.**

## V. QUANTITY

Ledyard Public Schools -	50,000 gallons of No. 2 Fuel Oil
	56,000 gallons - Ultra Low Sulfur Diesel Fuel

## VI. BID PRICES

**Bid prices shall not include either Federal or State taxes. Moreover, bid prices shall not include the Connecticut Gross Receipts Tax, if applicable.**

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 Ledyard Public Schools, 4 Blonder Blvd, Ledyard CT 06339. **A copy of the signed metered delivery ticket must accompany all bills.**

#### VIII. DELIVERY

The successful Bidder shall be in contact with Ledyard Public Schools as 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.

It is the responsibility of the supplier to see that an adequate supply of No. 2 Fuel Oil and Ultra Low Sulfur Diesel (no less than 25% of capacity) is in each 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 Ledyard Public Schools. The delivery of the No. 2 Fuel Oil / Ultra Low Sulfur Diesel Fuel Oil shall be made, but not limited to, the properties listed in *Appendix A*

#### 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 Ledyard Public Schools, 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 and A.S.T.M designation D975-No. 2-D S15 for Ultra Low Sulfur Diesel Fuel. 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 or horsepower when using the fuel oils specified.

#### XI. MATERIAL SAFETY DATA SHEET

A Material Safety Data Sheet for the No 2 Fuel Oil and Ultra Low Sulfur Diesel Fuel must be provided to Ledyard Public Schools to comply with OSHA regulations, upon award of bid.

#### XII. PERFORMANCE BOND

The successful Bidder shall be required to furnish to Ledyard Public Schools a Performance Bond within thirty (30) days of notification of award in the amount of 50% of the rate per gallon times the estimated volume. The cost of the Performance Bond is to be paid for by the successful bidder.

## XIII. INSURANCE

The successful Bidder shall be required to furnish to Ledyard Public Schools a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) days' notice to Ledyard Public Schools. Insurance coverage must include Ledyard Public Schools 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.

**BID PRICING**

	No 2. Fuel Oil	Ultra Low Sulfur Diesel
Bid Price <sup>1</sup> :	_____	_____
Fixed Markup:	_____	_____
Price Per Gallon Without Tax:	_____	_____
National Oil Heat Research Alliance Assessment:	_____	_____
Leaking Underground Storage Tank Tax:	_____	_____
Oil Spill Recovery Fee:	_____	_____
Other Tax <sup>2</sup> :	_____	_____
<b>TOTAL with Taxes and Fees Per Gallon:</b>	_____	_____

1. Based upon Heating Oil Contract(s) as traded on the New York Mercantile Exchange.
2. Please Define.

The bid price will be based on the cost of fuel as of the close of trade on the New York Mercantile Exchange the day prior to the day of the bid opening.

The undersigned hereby offers to supply 50,000 gallons of No. 2 Fuel Oil and 56,000 gallons of Ultra Low Sulfur Diesel Fuel for Ledyard Public Schools during the period specified.

The undersigned further certifies that he/she is aware that Ledyard Public Schools may reject any or all bids. Bidder has not included any State or Federal taxes for which Ledyard Public Schools 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.

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

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

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

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

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

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

**REFERENCES**

List two (2) references in which your company delivers annually an amount of No. 2 Fuel Oil and/or Ultra Low Sulfur Diesel Fuel of no less than the total gallons reflected in this bid:

1. \_\_\_\_\_  
(Company) (Name)

\_\_\_\_\_  
(Address) (Telephone #)

2. \_\_\_\_\_  
(Company) (Name)

\_\_\_\_\_  
(Address) (Telephone #)

**STATEMENT OF EMPLOYMENT POLICY**

The Board of Education of the Town of Ledyard, Connecticut is an Equal Opportunity Employer. The Board of Education of the Town of Ledyard have made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State statutes and Executive Orders pertaining to nondiscrimination.

In order for the Bidder to be placed on the Board of Education of the Town of Ledyard’s acceptable Vendors List and thereby be eligible for consideration as a source for goods and services, the Bidder must complete the below Affirmative Action statement.

It is the employment policy of \_\_\_\_\_ (this ‘Firm’) that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training.

In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

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

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

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

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

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-collusive Bid Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services, described in the Invitation to Bid, designed to limit independent bidding or competition.

And

2. The contents of the bid have not been communicated by the bidder or its employees or agent to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

---

Signature

---

Printed Name

---

Title

---

Company

---

Date



**HOLD HARMLESS AGREEMENT**

Contractor/organization agrees that it will indemnify and hold harmless the Ledyard Board of Education 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 Ledyard Board of Education's willful acts.

**I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold the Ledyard Board of Education harmless as outlined in the above statement.**

CONTRACTOR/ORGANIZATION NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

<b>APPENDIX A</b>		
<b>LOCATION</b>	<b>TANK SIZE</b>	<b>AVERAGE LOAD SIZE</b>
LEDYARD CENTER SCHOOL	5,000	2,000
740 COLONEL LEDYARD HWY	2,500	1,000
LEDYARD CT 06339	# 2 FUEL OIL(BOTH)	
CENTRAL OFFICE	500	350
4 BLONDER BLVD	# 2 FUEL OIL	
LEDYARD CT 06339		
LEDYARD HIGH SCHOOL	1375	750
24 GALLUP HILL ROAD	# 2 FUEL OIL	
LEDYARD CT 06339		
GALLUP HILL SCHOOL	8,000	2,000
169 GALLUP HILL ROAD	# 2 FUEL OIL	
LEDYARD CT 06339		
LEDYARD BUS DEPOT	8,000	3,000
1350 BALDWIN HILL ROAD	ULTRA LOW SULFUR DIESEL	
GALES FERRY CT 06335		