



SAUGERTIES CENTRAL SCHOOL DISTRICT

Business Office

CALL BOX A

310 Washington Avenue Extension

Saugerties, New York 12477

(845) 247-6520

www.saugerties.k12.ny.us

SPECIFICATIONS FOR:

Bid #2425-01: Fuel Oil No. 2

TO BE RETURNED NO LATER THAN:

Wednesday, July 3, 2024 @ 1:00 p.m.

NOTICE TO BIDDERS

The Saugerties Central School District, Ulster County, Saugerties, New York (in accordance with Section 103 of Article 5-A of the General Municipal Law) hereby invites the submission of sealed bids on the materials and/or services described in the attached conditions and specifications. Bids will be received at the date and hour shown above in the Business Office, 310 Washington Avenue Extension, Saugerties, New York 12477 at which time and place all bids will be publicly opened. Copies of specifications and bid forms may be obtained at the same office. The Board of Education reserves the right to waive any informality relative to this bid and to reject any or all bids. Any bid submitted will be binding for 90 days subsequent to the date of the bid opening.

Two (2) sets of specifications are enclosed. Return one complete set. Do not detach the bid sheet from Conditions and Specifications.

The District will not accept bids received via telephonic facsimile transmission (FAX).

INSTRUCTIONS TO BIDDER

1. The submission of a bid by a contractor will be construed as an indication that she/he is fully informed as to the extent and character of the work, labor or equipment required, and can perform the work satisfactorily to the full extent of the specifications without any extras. His/her bid shall include the furnishing of all labor, materials and equipment, as required by the work to be done or the services to be rendered. The specifications shall be directly examined by each Bidder and, should questions arise with respect to the said specifications or the interpretation of any statement therein contained, the Bidder shall make requests for interpretation or clarification which must reach the Business Manager at least five (5) days prior to the date for request of bids. Such request shall be in writing and the advice of the Business Administrator shall, likewise, be in writing and made available to all Bidders.
2. Inspect carefully all provisions of the bid package. Retain these and "Instructions of Bidders" pages for your reference.
3. You must sign and return the "Bid Offer" form with specifications and bid prices and the non-collusive bidding statement.
4. All bids must be sealed. They must be submitted in plain opaque envelopes. All bids must be addressed to the attention of the Business Office of the Saugerties Central School District, Call Box A, 310 Washington Avenue Extension, Saugerties, NY 12477. Bid envelopes must be marked "**FUEL OIL BID**". Also, the date and time of the bid opening, as indicated on the cover sheet of the bid form must appear on the envelope. Telephoned quotations or amendments will not be accepted at any time.
5. All bids must be received in the Business Office by Wednesday, July 3, 2024 at 1:00 p.m. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified. Any bid received after this time will be returned to the bidder unopened.
6. Proposals which are incomplete, conditioned or obscure, may be rejected as not meeting bid specifications. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
7. Sales to school districts are not affected by any fair trade agreements (General Business Law, Sec. 369-a, sub. 3).
8. The awarding of contracts will be made as soon as practical after the opening of bids. The Board of Education may consider any bids not prepared and submitted as technically deficient or incomplete, or the Board may waive any immaterial irregularities, if it is judged to be in the District's best interests. In any event, the Board may reject any part of and/or all of any bids. All bids shall be valid for a period of 45 days after the bid opening.
9. Signing of the "Bid Offer" constitutes certification of compliance with the conditions of the Bid Specifications. The successful bidder guarantees:
 - His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

- To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract, which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.
10. Contractor must provide certificate of liability insurance of a minimum of \$1,000,000 per occurrence. School District must be added as an additional named insured.

Before execution of the contract, the Contractor shall file with the Board of Education triplicate copies of certificates verifying such coverages, which certificates shall state:

- a. The policy will not be cancelled nor coverage there under reduced without at least twenty (20) days written notice to the School District; and
 - b. That a similar twenty (20) days written notice will be given to the School District prior to the expiration of the policy if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal.
 - c. Such certificate shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates and it shall verify what coverages are excluded from the policy. The Board of Education reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist, if necessary, in obtaining such information.
 - d. The Board of Education requires that the District, officers, employees, and agents, be named as an additional named insured on the successful bidder's policy at no cost to the District.
11. For No. 2 Fuel Oil, bidders must use the posted low Albany Reseller Tank Car Price as it appears in the Journal of Commerce Group Oil Price Daily dated Wednesday, June 26, 2024.

12. No consideration will be given to bids not showing posted prices.

13. All bids must be F.O.B.:

Grant D. Morse Elementary School
70 Harry Wells Road
Saugerties, NY 12477

14. Two (2) copies of the "Bid Offer" are enclosed. Please keep one (1) and submit one with prices as your bid.
15. Awards will be made to the lowest responsible bidder, taking into consideration the reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

16. No charge will be allowed for Federal, State or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders.
18. Where a bidder is requested to submit a bid on a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interest of the school district.
19. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified bidders shall be final. (General Municipal Law, Sec. 103, sub. 1.)
20. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

INVITATION TO BIDDERS FOR FUEL OIL FOR THE 2024-2025 SCHOOL YEAR

Quantities listed in the proposal are estimated only and the contracts shall be for the actual quantities ordered during the contract period.

Fuel Oil specifications are as follows: It is requested that the viscosity of fuel oil be constant so the burners will not require constant adjusting. All prices quoted must be "per unit" as specified, otherwise bid may be rejected. Price shall be, per gallon, and shall include all transportation charges F.O.B. Agency Storage Tanks or F.O.B. bidders' bulk Distribution Plant as indicated in the proposal.

All products to meet standards for these products as established by the American Petroleum Institute and the United States Government.

Contents of all fuels must meet regulations for pollution controls as established by the New York State Department of Environmental Conservation for the upstate New York Area at the time of bid submission. Should any governmental agency regulation change within the bid period, a review by the Saugerties Central School District and the vendor would be held to correct for compliance with new governmental regulations.

FUEL OIL NO. 2: Contract prices shall fluctuate in accordance with the posted low Albany Reseller Tank Car Price as published daily in the Journal of Commerce with a fixed + or – differential. Written notice shall be submitted to Saugerties Central School with the effective date of price change. A copy of the section of the Journal of Commerce showing the date and posted price shall be submitted with each written notification.

Inasmuch as the contract reads "price per gallon", price changes will be computed on the basis of a 42-gallon barrel, and the price change per gallon shall be carried out to five (5) decimal places.

METHOD OF AWARD: Award will be made by the individual quantity for all locations as listed in the proposal, by product. In determining the award, consideration will be given to service, quality and analysis of the oils offered by the respective bidders and operating results obtained on the same or similar oils on previous tests. Contracts will be awarded to established refiners and dealers only, giving due consideration to past performances on contracts. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given on his bid, will be considered sufficient notice of acceptance of contract.

No items are to be shipped or delivered until receipt of an official purchase order from the school district.

DELIVERY: Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen.

The successful bidder shall keep in touch with the entire operation and install his work promptly. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district and suppliers should notify their truckers accordingly.

Prompt delivery is required and guaranteed delivery time will be considered in making the award. The driver shall remain at the fill point during the oil discharge. Delivery ticket must be issued at time of delivery stating quantity delivered.

INFERIOR PRODUCT: The Saugerties Central School District may take periodic samples of the oil delivered to be sent to the US Bureau of Testing. If fuel oil samples do not meet specifications, the vendor shall be liable for the cost of the analysis and subject to immediate termination of the contract. The Saugerties Central School District may also cancel the contract, at the bidder's expense, if oil delivered is found to contain dirt or sediment, is of a structure that will cause clogging of burners, pipe lines, burner nozzles or sprayers and prevent operation of the plant or sprayers, or contains elements liable to cause corrosion to burners, piping, tanks or equipment.

All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

Alternate Bid: Fuel Oil #2 prepaid 17,000 gallons at time of awarding bid for delivery during school year as stated in specifications. In the event that the school district does not consume 17,000 gallons over the course of the contract period, the district will be reimbursed for the prorated share of unused fuel.

PROVISIONS

Any award of bid is dependent upon: WHAT IS CONSIDERED TO BE IN THE BEST INTEREST OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT.

Scope

The contractor may not subcontract with any other contractor for any part of this contract except with the express written permission of the Superintendent of Schools.

Conditions for the Retention of the Contract

1. Failure to adhere to and comply with any of the conditions and specifications of this bid and the contract to follow will subject the contract to cancellation upon ten (10) days written notice by the Board of Education. In the event of cancellation of the contract and the necessity to bid or negotiate a new contract with another contractor, the original contractor will be responsible for indemnifying the district for costs incurred in obtaining a new contract and for any increase in costs of services involved for the duration of the term of the original contract.
2. The Board of Education shall have the right and option to terminate this contract upon the contractor making an assignment for the benefit of creditors, being adjudged as bankrupt, or filing a petition for corporate reorganization or to be adjudicated as bankrupt under any of the chapters of the Bankruptcy Act (including, but not limited to, Chapters X and XI).
3. In the event of a strike or other reason which causes interruption of services for more than 24 hours, the Board of Education shall have the right to secure other contractors as may be necessary and charge the cost of same to the account of the contractor.
4. Any change of ownership, conduct or management, or transfer of a portion of the entire interest in the business of the contractor/owner shall be sufficient basis for cancellation of the period remaining under the contract after the date of such a change in ownership or management as above described, at the discretion of the Board of Education.
5. When materials, equipment or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
6. Cancellation of contract for any reason may result in removal of the successful bidder's name from the mailing list for future proposals for an indeterminate period.

Conditions for Payments

Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

Payments will be made monthly, in all months that satisfactory service is provided, upon submission of appropriate documentation. If Alternate Bid is awarded, payment will be made upon award.

SAUGERTIES CENTRAL SCHOOL DISTRICT

CONSIDERATION

Name of Refiner: _____

Refinery Location: _____

Supply Source: _____

Do you OWN and OPERATE a permanent bulk storage plant? YES: _____ NO: _____

If YES: YOUR NAME: _____

LOCATION: _____

OR

Are you an AUTHORIZED DEALER of a distribution? YES: _____ NO: _____

If YES: NAME OF DISTRIBUTOR: _____

LOCATION OF BULK STORAGE: _____

Is Distributor's Plant OWNED and OPERATED? YES: _____ NO: _____

OR LEASED and OPERATED? YES: _____ NO: _____

If you are an AUTHORIZED DEALER, have you enclosed the CERTIFICATE executed by your DISTRIBUTOR?

YES: _____ NO: _____

Bulk Storage Capacity: _____ gallons

Will all delivery vehicles be equipped with meters? YES: _____ NO: _____

CERTIFICATION STATEMENT

This is to certify that neither _____ (Company Name) nor any of its key employees have been proposed for debarment, debarred or suspended by a Federal Agency.

SIGNED: _____

DATE: _____

COMPANY: _____

FEDERAL TAX ID #: _____

SAUGERTIES CENTRAL SCHOOL DISTRICT

Bid Proposal Certifications (NON-COLLUSIVE BIDDING CERTIFICATION)

I. GENERAL BID CERTIFICATION

The Bidder certifies that he will furnish at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

II. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusive in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competition; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where A; (1), (2), and (3) above have not been complied with, provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Where A; (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Page 2 (NON-COLLUSIVE BIDDING CERTIFICATION)

The fact that a bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure with the meaning of subparagraph 1A.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature _____ Title _____

It is further certified that the General Conditions and Specifications have been read and the undersigned agrees to all provisions thereof.

By: _____

Title: _____

Company: _____

BID OFFER: FUEL OIL NO. 2

In accordance with the provisions of applicable law, an advertisement for Bids was published in the Kingston Daily Freeman. As stated in such Notice, bids will be publicly opened and read aloud in the Business Office, Hildebrandt Building, 310 Washington Avenue Extension, Saugerties, NY, on Wednesday, July 3, 2024 @ 1:00 p.m.

ESTIMATED REQUIREMENTS:

Fuel Oil #2

Low Albany
Tank Car Reseller Delivered
Price Per Gallon + or - Delivered
as it appears in the Differential Price To
Oil Price Daily Cost Per School
dated 06/26/24 Gallon Per Gallon

<u>Location/Address</u>	<u>Est Qty</u>	<u>Tank Size</u>	_____	_____	_____
MORSE ELEM 70 Harry Wells Rd. Saugerties, NY	17,000 gallons	5,000 gallons			
