DUNKIRK CITY SCHOOL DISTRICT
Buildings and Grounds Department
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Questions Call Tim Abbey @ 716-366-3189

# Specifications and Bid Form

# Diesel Fuel 2026-2027

Bids will be received until 2:45 PM on Wednesday June 3, 2026 at which time they will be publicly opened.

Name of Bidder: _____

Address: _____

_____

_____

# Diesel Fuel Bid Specifications

It is the intention of the City School District of Dunkirk to purchase diesel fuel (blended in the winter months) for the transportation needs of the district for the 2026-2027 school year.

1. Dunkirk City Schools transportation supervisor will call supplier to request deliveries of diesel fuel. (Delivery time and all other arrangements to be mutually agreed upon by both parties.)
2. Deliveries will be made to First Student Bus Garage, 151 Chautauqua Road, Fredonia, New York 14063.
3. The diesel fuel shall be #1 fuel oil blended in the winter months as necessary.
4. The projected diesel fuel use for the school year will be approximately 35,000 gallons.
5. Successful bidder's delivery truck will be equipped with meters to accurately measure quantities delivered. All deliveries must be accompanied by a metered delivery ticket showing 1) brand, 2) grade, and 3) number of gallons delivered.
6. The contractor shall be in a position to make bulk deliveries within 24 hours after receipt of telephone or written order.
7. The bid price per gallon shall be exclusive of all federal, state, municipal, and excise taxes.
8. ***ESCALATOR CLAUSE***
    a. The quoted price shall be subject to increase or decrease by the same amount of any general increase or decrease in the diesel price established by the manufacturer that is in effect on the date of a particular delivery.
    b. If during the contract period the increase exceeds 10 percent of the bid price, the contract may be terminated at the option of the Dunkirk School District.
    c. All changes in price must be reported to the district's transportation office within two (2) days of manufacturers notice to the contractor. Failure to do so may be cause to terminate the contract.

Approximately 35,000 gallons of diesel fuel will be delivered to the First Student Bus Garage as needed for (PRICE FOR DIESEL FUEL AS OF June 3, 2026) $_____/gal plus contractor overhead $_____/gal for a total of $_____/gal.

I state that no officer or member of the Board of Education of the City School District of Dunkirk is directly or indirectly interested in this bid or any portion of the profits connected therewith.

Company_____

Address _____

Signature_____

Title _____ Phone _____ Date _____

## ***GENERAL INSTRUCTIONS FOR BIDDERS***

Bidders and successful bidders will be bound to the conditions and requirements set forth in these general instructions, and such instruction shall form an integral part of each purchase contract awarded by the School District.

## ***BIDS***

1. All bids must be submitted on and in accordance with instructions provided by the Board.

2. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. 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.

3. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

4. Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Sec. 339-a. Sub. 3)

5. 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.

6. In all specifications, the words “or equal” are understood after each article giving manufacturer’s name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact “equal” shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer’s name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

7. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group.

8. All prices quoted must be “per unit” as specified.

9. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

10. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

11. All bids must be sealed and submitted in plain, opaque envelopes. Bid envelopes must be clearly marked "BID". Also, the date and time of the bid opening as indicated on the Notice to Bidders should appear on the envelope.

12. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specification so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract.

## ***SAMPLES***

1. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made.

2. Samples, when required, must be submitted strictly in accordance with instructions.

## ***AWARD***

1. Award will be made to the lowest responsible bidder, as will best promote the public interest 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.

2. The school district reserves the right to reject all bids. Also, reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served.

3. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums.

4. If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidders shall be final.

5. A contract may be cancelled for non-performance.

## ***GUARANTEES BY THE SUCCESSFUL BIDDER***

The successful bidder guarantees: (a) his products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit; (b) that all deliveries will be equal to the accepted bid sample; (c) that the equipment or furniture delivered is standard, new, latest model of regular stock product as required by the specifications. 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.

## ***DELIVERY***

The successful bidder shall be responsible for delivery of items in good condition at point of destination. The bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of the successful bidder when packages are not received in good condition.

*Unloading and placing of the equipment 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 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.*

## ***SAVING CLAUSE***

The successful bidder shall not be responsible for any delays caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, and which, by the exercise of reasonable diligence he is unable to prevent.

# NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[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 competitor; 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.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

## IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

| NAMES OF PARTNERS OR PRINCIPALS | LEGAL RESIDENCE |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

| NAME | LEGAL RESIDENCE |
|---|---|
| _____ | _____ |
| **President:** | |
| _____ | _____ |
| **Secretary:** | |
| _____ | _____ |
| **Treasurer:** | |
| _____ | _____ |
| **President:** | |
| _____ | _____ |
| **Secretary:** | |
| _____ | _____ |
| **Treasurer:** | |

## Identifying Data

Potential Contractor_____

Address_____
Street

_____
City, Town, etc.

Telephone_____ Title_____

If applicable, Responsible Corporate Officer

Name_____ Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

| | |
|---|---|
| _____ | _____ |
| Legal name of person, firm or corporation | Legal name of person, firm or corporation |
| By_____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| Address_____ | Address_____ |
| Street | Street |
| _____ | _____ |
| City State | City State |