

Clarkstown Central School District

62 Old Middletown Road
New City, New York 10956

NOTICE OF REQUEST FOR BID

COOPERATIVE BID FOR DIESEL FUEL

THIS IS A COOPERATIVE BID FOR PREMIUM ULTRA- LOW SULFUR DIESEL FUEL AND KEROSENE THAT INCLUDES THE REQUIREMENTS FOR THE FOLLOWING SCHOOL DISTRICTS: MONROE-WOOBURY, CLARKSTOWN, WARWICK VALLEY, MINISINK VALLEY, NEW PALTZ, ARLINGTON, HIGHLAND, BREWSTER, BYRAM HILLS, OSSINING, HENDRICK HUDSON, MAMARONECK, CARMEL, AND WHITE PLAINS

CONTRACT PERIOD: July 1, 2014 through June 30, 2015

THE BID IS REQUESTING THE DELIVERY DIFFERENTIAL FOR DIESEL FUEL OIL WITH PRICING BASED ON OIL PRICE INFORMATION SERVICE (dba OPIS) “OPIS LOW” AT NEWBURGH NY TERMINAL PRICING

Bid # RFB 14-10

BID DUE DATE: May 1, 2014

THE CLARKSTOWN CENTRAL SCHOOL DISTRICT AND PARTICIPATING DISTRICTS, HEREIN REFERRED TO AS “DISTRICTS”, are seeking bids from qualified firms to provide the above referenced products. Please note that the Clarkstown School District is the lead district for this bid.

Bidder’s qualifications, cost and ability to meet the specifications will be considered during the bid evaluation.

The response to this Request for Bid (RFB) must be received no later than 2:00 PM on May 1, 2014 in the Clarkstown Central School District’s Purchasing Department. Only sealed bids will be accepted for consideration.

The Districts reserve the right to reject any or all bids, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids. Upon awarding of the bid, each district will determine whether to accept the bid and prepare separate purchase orders thereafter.

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SECTION I: INTRODUCTION

The Districts hereby request sealed competitive bids to supply Premium Ultra Low Sulfur Diesel Fuel and Kerosene on an as-needed basis.

It is the purpose of this Request for Bid (RFB) is to select a vendor (or vendors) to provide the product(s) that will best satisfy the current and future requirements of the Districts.

This RFB does not commit the Districts to pay any costs incurred in the preparation of bids. Further, the Districts reserve the right to accept or reject any or all bids or any part of a bid if it is in its best interest to do so.

Any factual information contained in this RFB is for informational purposes only and is subject to independent verification by the bidder.

SECTION II: SCHEDULE

The anticipated schedule of key events with regard to this Bid process is as follows:

RFB Issued	April 10, 2014
Deadline to Submit Clarification Questions	April 24, 2014
Bid Due Date	May 1, 2014
Board Approval	June Board Meeting
Contract Term	July 1, 2014 through June 30, 2015

Note: The Districts reserve the right to revise these dates.

SECTION III: REQUEST FOR BID (RFB)

A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by any prospective bidder or if there is doubt as to the true meaning of any part of this RFB, a written request for a clarification or interpretation must be submitted to the Clarkstown Central School District's Purchasing Department in writing, by e-mail to tc Carroll@ccsd.edu , no later than April 24, 2014

Questions pertaining to the fueling facilities of each of the participating districts should be directed to the Transportation Supervisor in each district.

B. Addenda

Any interpretation, corrections and changes to this RFB, requirements or extensions to the submittal date will be made in writing by Addenda. Sole issuing authority of Addenda shall be vested in the Clarkstown Central School District's Purchasing Department as entrusted by the Board. Any Addenda so issued shall be considered part of this RFB document.

C. Bid Due Date

Bidders are requested to only submit pages 33 through 51, and other documents in the manner specified in the RFB. The bid must be signed by a person authorized to legally bind the entity submitting the bid, enclosed in a sealed envelope or package clearly marked on the exterior with BID NO. RFB 14-10: DIESEL FUEL/OPENING DATE: May 1, 2014, and be received by mail or hand delivered to the Clarkstown Central School District's Purchasing Department no later than the 2:00 PM on May 1, 2014, at the address shown below. Any bids received after this stipulated time will be returned unopened.

Bids are to be sent or delivered to:

CLARKSTOWN CENTRAL SCHOOL DISTRICT
PURCHASING DEPARTMENT
62 OLD MIDDLETOWN ROAD
NEW CITY, NY 10956

D. Damaged/Illegible Bids

The Districts are not responsible for any bid or portion of a bid submittal that has been damaged or destroyed while in transit to the Clarkstown Central School District. Bidders should take the necessary precautions to ensure that their submittal is received intact. Illegible bids, diskettes or documents received will be considered void and unacceptable.

E. Late Bids

Bids received in the Clarkstown Central School District's Purchasing Department after the submittal deadline shall be returned unopened and will be considered void and unacceptable. The Districts are not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Purchasing Department shall be the official time of receipt.

F. Altering Bids

Bids cannot be altered or amended after the submittal deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the Bid guaranteeing authenticity.

G. Withdrawal of Bid

A bid may not be withdrawn or canceled by the bidder without justifiable cause following the date designated for the due date of bids and bidders so agrees upon submittal of their bid.

H. Exclusion

No oral, telegraphic, telephonic or facsimile bids will be considered.

I. No Submittal

Should the bidder not wish to submit at this time but wishes to remain on the list for future bids, please submit a NO BID by the same time and at the same location as stated for acknowledgment. If a response is not received in the form of a BID or NO BID, the bidder may be removed from product(s) commodity list. The bidder is requested to return the Bid Recap and so indicate in the designated area that they have chosen to NO BID the bid.

SECTION IV: BID EVALUATION

A. Evaluation Criteria

Evaluation criteria have been established to assist the Districts in determining which bidder will provide the best-suited, quality product(s), which most satisfies the requirements of the Districts. The criteria listed below are not of equal value or decision weights. The Districts will select the lowest responsible bid taking into consideration the following criteria:

1. The cost of the product(s) to each of the Districts.
2. Product offered is in compliance with the intent of the specifications.
3. Bidder's experience and performance in providing product(s) to other similar facilities or customers.
4. Bidder's' submittal of required documents.
5. Bidder's' terms of delivery.
6. Such other criteria as reasonably determined by the Districts.

B. Disqualification of a Bidder & Rejection of a Bid

Any one or more of the following, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the bid.

1. Evidence of collusion among bidders.
2. Failure to satisfy the submittal requirements of the RFB.
3. Lack of responsibility as shown by past work, reference or other factors.
4. Default or termination of other contracts or agreements.
5. Illegible or vague bids.
6. Other causes as deemed appropriate at the Board's sole and absolute discretion.

C. Rights to Accept or Reject

It is understood that all participating Districts reserve the right to accept or reject any and all bids for any/or all products and/or services covered in this RFB and to waive irregularities or technical deficiencies that, in the judgment of the Districts, best meet the requirements of the Districts.

D. Substitutions

Minimum specifications are set forth in this document. Substitution products offered which are "or equal" are acceptable and will be considered during the evaluation process. Any "or equal" product shall be specified in the space(s) provided by each item. The Districts must approve bidders "or equal" products.

Bidders offering substitutions to the specifications shall do so at their own risk. Any substitution, if accepted, must meet or exceed specifications stated herein. The absence of such reference to substitutions shall indicate that the bidder has not offered substitutions and shall hold the bidder responsible for performing in strict accordance with the specifications of the invitation. The Districts reserve the right to accept any and/or all/none of the substitutions(s) deemed to be in the best interest of the Districts.

E. Pricing

Bidder must insert the price per unit as specified and the extensions accordingly against each item 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.

F. Alternates

The Districts will not consider any alternate(s) offered unless specifically requested as a separate line item with the intent of obtaining alternate price offers from all bidders. The Districts determination on whether an alternative is acceptable shall be final.

I. Final Selection\Award

The final selection will be made on the basis of the Districts' determination of the lowest responsible bidder meeting the intent of the specifications and the requirements of this RFB. In the event of two or more bidders submitting identical bids as to price, the decision of the Board to award the contract to one such identical bidder shall be final. The Districts shall have the right to award this bid to one or more bidders.

The Districts reserve the right to reject all bids. Also reserved is the right to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgment, the best interests of the Districts will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications and at a lower price.

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title, or interest therein, or its owner to execute such contract, to any other persons, company or corporation without the prior written consent of the Districts.

SECTION V: BID SUBMITTAL

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, bids submitted in response to this RFB constitute government records subject to FOIL. The Districts will use the information in the bid response for the evaluation of this bid. By submitting a bid, vendors understand that the Districts must comply with the provisions of the New York State Freedom of Information Law (FOIL) and the public disclosure of the information contained in the bid response and will not make any claim for any damages as a result of any such disclosure by the Districts pursuant to FOIL.

B. Minimum Qualifications

The Districts desire that all bidders possess certain minimum qualifications to ensure high quality product(s) for the Districts. Therefore, bidders must meet the following minimum requirements to be considered:

1. Bidders must have successfully provided product(s) of similar type and specifications to that which is to be provided to the Districts prior to the submittal of the bid.
2. Bidders must be able to comply with the delivery schedule.
3. Bidders must be otherwise qualified and eligible to receive an award.

C. Submittals

Bidders are requested to only submit the following forms:

1. Bid Acknowledgement Form
2. Non-Collusion Affidavit
3. References
4. Order Placement Information
5. Insurance Requirement Affidavit
6. Bid Recap Sheet/Bid Sheets
7. Certificate and Signature Form
8. Non-Bidders Response Form
9. Hold Harmless
10. Written Assurance No Employee Has Been Convicted of a Crime or is Under Indictment for Crimes

D. Requirements

1. Documentation

Bidders shall provide with their bid submittal, all documents required in this REQUEST FOR BID (RFB). Failure to provide this information may result in rejection of the bid. Provide as much written text as you feel is necessary to effectively describe the proposed product(s), etc.

2. Delivery Time

The delivery time is an important consideration in the evaluation of the bids. Bidders shall be required to deliver the product(s) at the designated location within the time indicated in the bid document. The Districts retain the right to purchase elsewhere and charge back the bidder any increase if the bidder does not deliver within the time period indicated in this RFB.

3. Descriptive Literature:

Bidders shall submit with their bid descriptive literature or catalogs sufficient in detail to enable a comparison of the specifications with that of any “or equal” substitution product(s) stated in the bid response.

4. MSDS Product Sheets:

Bidders shall submit with this bid MSDS sheets for all applicable products. Failure to do so may result in the disqualification of the bidder.

5. Facsimile transmittals will not be accepted.

6. All bids must be received in the Clarkstown Central School District’s Purchasing Department before the bid submittal deadline.

7. Signatures

Bids must be signed in ink by an authorized officer of the company. Facsimile, printed or typewritten signatures are not acceptable.

8. Collusion

The Districts will reject a bid if more than one bid is received from that company or if it is found that collusion exists between or among bidders.

SECTION VI: GENERAL TERMS AND CONDITIONS

A. Contract/Agreement

The successful bidder's submittal, when properly accepted by the Districts either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and be subject to all the terms and conditions of the bid documents.

B. Purchase Order

Each participating district shall generate a purchase order(s) to the successful bidder. Bidder shall not ship or deliver any item until receipt of a valid purchase order from the Districts.

C. Contract Administrator

Each district will designate a contract administrator with responsibility to ensure compliance with all the contractual terms and conditions including, but not limited to, the inspection and acceptance of the product(s) provided. The contract administrator will serve as liaison between each district and the successful bidder.

D. Delivery Terms and Conditions:

1. The Purchase Order shall designate the place of delivery. There will be scheduled hours and specific locations for product(s) deliveries which do not conflict with each district's peak traffic times. Deliveries should cause no interference with Districts' operations.
2. Title and Risk of Loss shall not pass to the Districts until the Districts receive and take possession of the goods at the place of delivery.
3. The condition of all product(s) must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
4. District personnel will conduct a full visual and operational inspection prior to accepting delivery of the product(s). The Districts shall have the right to request any improvements necessary so the product(s) meets the specifications set forth in the RFB and the bidder's response before accepting delivery of the product(s). Inspection and/or testing may be performed or samples provided at the request of the Districts, with concurrence of the bidder, by an agent so designated, without expense to the Districts.
5. Successful bidder warrants that all product(s) conform to the proposed specifications and be free from all defects in material, workmanship and title. The successful bidder shall not limit or exclude any implied warranties and any attempt to do so may render the contract and purchase order null and void at the option of and at no expense to the Districts.
6. Successful bidder warrants that the product(s) conforms to the standards declared by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product(s) does not conform to OSHA standards, the Districts may require the product(s) be removed or refitted at no additional expense to the District. In the event the successful bidder fails to make the appropriate correction within a reasonable time, correction may be made by the Districts at the successful bidder's expense, or may render the contract and purchase order null and void at the option of and at no expense to the Districts.
7. Goods will be packaged, unless otherwise specifically designated in the specifications, in accordance with good commercial practices. Each shipping container shall be clearly and permanently packed and marked on the exterior as follows: (a) name and address of successful bidder; (b) name and address of receiving department

and/or delivery location and the Purchase Order number(s). Packing slips or other suitable shipping documents shall accompany each shipment and shall show the information stated in (a), (b) and descriptive information as to the items delivered and/or services performed including container number, total number of the containers (i.e. box 1 of 4 boxes); the number of the container bearing the packing slip, quantity, etc. The successful bidder shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Districts' count or weight shall be final and conclusive on shipments not accompanied by packing lists. The successful bidder shall handle all claims with carriers and in case of damaged goods, shall ship replacement goods immediately upon notification by the Districts of damage.

8. Goods delivered must fully comply with all provisions of the contract as to time of delivery, quality and the like. Goods supplied under this contract shall be subject to the Districts' approval. If goods delivered do not fully conform and delivery time has expired, this shall constitute a breach and successful bidder shall not have the right to substitute conforming goods. Where the time for performance has not yet expired, the successful bidder may reasonably notify the Districts of successful bidder's intention to cure; may pick up defective goods and may then delivery conforming goods within the contract time but not afterward unless extension was granted as previously provided. If defective goods are not picked up within five (5) workdays after notification, the defective goods will become a donation to the Districts for disposition.
9. Successful bidder shall file with the carrier all claims for breakage, imperfections and other loses, which will be deducted from invoices. The Districts shall not be responsible, but when practicable, will note for the benefit of the successful bidder when packages are not received in acceptable condition.
10. The Districts shall not accept any delivery on Saturdays, Sundays or legal Holidays without prior approval by each District's Director of Transportation. Special accommodations may be made for deliveries required for daily consumption or in the event of an emergency.
11. Successful bidder shall deliver/price all items as "dock delivery", unless specified otherwise in the term and conditions. Any costs incurred due to the failure to comply with this requirement will be charged to the successful bidder.
12. Successful bidder agrees to provide insurance coverage as required by law for liability, automotive and workmen's compensation as applicable in the compliance of this contact.
13. All delivery, freight charges and hazardous materials surcharges (FOB to each facility) shall be included in the bid prices. No additional charges will be paid.

E. Payments:

1. The Districts will make payment only after receipt and acceptance by the Districts of the product(s) ordered.
2. Successful bidder's invoices shall show the purchase order number.
3. The successful bidder's invoices shall state any prompt payment discounts available.
4. The Districts shall not pay any additional freight, surcharges or delivery charges.
5. Payments of any claim shall not preclude the Districts from making claim for adjustment of any item found not to have been in accordance with specifications.
6. Payments for the used portion of an inferior delivery will be made by the Districts on an adjusted price basis.

7. The Clarkstown Central School District is exempt (Tax-Exempt # 13-6007109) from federal, state and municipal sales/excise taxes therefore bid price shall not include any such tax. All participating Districts are equally exempt from taxation and will supply tax exempt information to the successful bidder.
8. The Districts requires the successful bidder to pay suppliers within (10) days after the successful bidder receives payment from the Districts.
9. If during the term of the contract, the successful bidder's pricing to other customers under the same terms and conditions for product(s) awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the Districts.

F. Other Terms and Conditions:

1. Conflict Of Interest

No public official from the State of New York, or Counties of Rockland, Orange, Ulster, Westchester, Sullivan and Dutchess or any local governmental unit located within such county shall have interest in the agreement.

2. Venue

The bidders and the Districts explicitly agree that this RFB will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, Counties applicable, the United States District Court, Southern District of New York shall be the forum for any actions brought under this RFB.

3. Silence of Requirements

The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.

4. Advertising

The successful bidder shall not advertise or publish, without each District's prior written approval, the fact that the Districts have entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

5. Interference

There shall be no interference with the Districts' operations in the performance or delivery of the product(s) ordered.

6. Termination Rights by the District

Each District may terminate the contract for cause upon thirty (30) days written notice should the successful bidder be in default of the contract. In such instances, the District will only make this determination if the fuel is substandard and does not meet the specifications or if the successful bidder fails to deliver the product in a timely manner.

7. Representations

No information derived from inspection of any of the Districts' records or reports of investigation concerning the agreement will in any way relieve the successful bidder from its responsibility or from properly performing its obligations under the contract. The Districts may have provided information as a convenience to the successful bidder and did so without any warranty whatsoever by the Districts. The successful bidder makes its own conclusions and interpretations from the data supplied by the Districts and from information available from other sources.

8. Cumulative Rights

The rights and remedies provided by this Agreement are cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.

9. Indemnification

The successful bidder shall indemnify and save the Boards of Education of all the participating Districts and all Districts' employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful bidder or its employees in concern with providing product(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis). The successful bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

The successful bidder shall have the right, in order to avoid such claims demands, losses, costs, damages, suits, action or proceedings, at its expense, to substitute, non infringing product(s), materials and processes, or to modify such infringing product(s), so they become non infringing product(s). The successful bidder may wish to obtain the necessary licenses to use the infringing product(s), material and processes, if such substituted or modified product(s), materials and processes shall meet all the requirements and be subject to all the provisions of the agreement.

The provisions of this section shall survive the expiration or sooner termination of this Agreement.

10. Default

If the successful bidder is in default, the Districts may, in their discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to therein, and the successful bidder shall, on demand by the Districts, reimburse the Districts for all costs incurred by the Districts for that purpose.

11. Patents/Copyrights

The successful bidder agrees to protect the Districts from claims involving infringements of patents and/or copyrights. By submission of this bid and as part of the awarded contract for sale, the bidder agrees to ascertain whether goods manufactured according to the specifications will cause the rightful claim of any third person by way of infringement or the like. The Districts make no warranty that the production of goods meeting the specifications will not cause such a claim, and in no event shall the Districts be liable to bidder for indemnification should the bidder be sued on the grounds of infringement or the like. If the bidder is of the opinion that an infringement or the like will result, the bidder will notify the Districts to this

effect in writing within two (2) weeks after the award of the contract. If the Districts do not receive notice and is subsequently held liable for the infringement or the like, bidder will save the Districts harmless. If the bidder in good faith ascertains that production of the goods according to the specifications will result in infringement or the like, the awarded contract shall be null and void.

12. Ethics

The bidder shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the Districts. Any contact by a bidder with Districts' employees, Board Members, other than with the Clarkstown Central School District's Purchasing Department shall be grounds for disqualification.

13. Compliance

All product(s) must comply with all federal, state, county and local laws concerning this type of product(s) and the fulfillment of all ADA (American with Disabilities Act) requirements.

14. Drug/Smoke Free

All participating Districts maintain a drug and smoke free work place. Use, possession or under the influence of drugs and / or alcohol or smoking while on Districts' properties in performance of the agreement is strictly prohibited.

15. Non Discrimination Requirements

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the successful bidder agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the agreement.

The participating Districts do not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.

16. Warranty

The successful bidder shall warrant that all product(s) shall conform to the proposed specifications and be free from all defects in material, workmanship and title. The successful bidder will not limit or exclude any implied warranties and any attempt to do so may render the awarded contract voidable at the option of the Districts.

17. Safety Warranty

Successful bidder warrants that the product(s) offered shall conform to the standards declared by the U.S. Department of Labor under the Occupation Safety and Health Act of 1970, as amended. In the event the product(s) does not conform to OSHA standards, the Districts may require the product(s) to be redone at no additional expense to the District. In the event the successful bidder fails to make the appropriate correction within a reasonable time, any corrections made by the Districts shall be at the successful bidder's expense.

18. Termination for Default/Non-Performance:

The Districts reserve the right to terminate the contract immediately in the event the successful bidder fails to: 1) meet delivery or completion schedules; and 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Districts to award to the next lowest bidder or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

19. MSDS Product Sheets:

MSDS product sheets must be supplied for evaluation when submitting this bid. Failure to provide MSDS sheets with this IFB may be cause for rejection of bid. It shall be the responsibility of the successful bidder to inform the Districts of any changes to awarded products during the term of this contract and to supply updated MSDS sheets for the evaluation and approval of all product changes.

20. Approximate Usage:

Estimated quantities are given for each product. Approximate usage does not constitute an order, but only implies the probable quantity the Districts will require. Products will be ordered on an as-needed basis and it is understood that the estimated quantities of products may be increased, decreased or omitted without any way invalidating bid prices.

21. Right to Purchase:

The Districts reserve the right to reject the bid in part or its entirety and purchase from state or county contracts should it be deemed in the best interest of the Districts.

22. Fair Trade Agreements:

Sales to school districts are not affected by any fair trade agreements (General Business Law, Section 369-a, Sub.3).

23. Samples:

The Districts reserve the right to request a representative sample of the item(s) bid either prior to the award or before shipments are made. If samples provided are not in accordance with the specifications, the Districts may reject the bid, or if awarded, rescind the award. When requested samples shall be furnished free of charge and accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the return address provided they have not been used or made useless by tests. Bidders shall also provide shippers call tag for samples to be returned.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the School District receive information that a person is in violation of the above-referenced certification, The School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

b. Notwithstanding paragraph a of this subdivision, the statement of non-investment in the Iranian energy sector may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of this article.

SECTION VII: SPECIFIC TERMS AND CONDITIONS

1. CONTRACT

It is the intent of the District to establish a term contract for the delivery of premium ultra-low sulfur diesel fuel and kerosene.

2. PRICING

- a) Prices shall be net, per gallon, F.O.B. any delivery location specified herein.

Prices are to be exclusive of taxes, as the fuel is intended for use by or for the Districts, which are tax-exempt municipal corporations (except those surcharges or taxes required by law regardless of an entities tax exempt status). Prices are to be bid based on the "OPIS LOW" AT NEWBURGH NY TERMINAL PRICING per gallon plus the transportation cost (i.e., Marketer Differential).

- b) Prices are to be given for Transport or Tank Wagon delivery for 5,000 or more gallons at a time, or for full Transport delivery or 7,500 or more gallons.
- c) Prices during the contract term shall be directly linked to changes posted in the "OPIS LOW" AT NEWBURGH NY TERMINAL PRICING . The firm transportation cost (marketer differential) is to remain constant during the contract term.
- d) Should these pricing terms become unworkable, or not in the best interest of the Districts, such as where OPIS's postings are not truly reflective of current market conditions, the Districts reserve the right to re-determine a satisfactory price adjustment, which shall be approved in writing by the Districts and by mutual agreement with the successful bidder.
- e) The contract price shall be subject to only necessary and bona fide increases corresponding with the increase in the "OPIS LOW" AT NEWBURGH NY TERMINAL PRICING only to the extent of increase, if any, determined by the Districts (subject to appeal to the Commissioner of Education) to be necessary and bona fide as judged in the light of statewide change and national and international supply conditions. The contract price shall be mandatorily subject to any and all decreases corresponding with the change in the "OPIS LOW" AT NEWBURGH NY TERMINAL PRICING or in the statewide area which ever is determined by the Districts to reflect the more authentic downward change taking into consideration national and international supply conditions and the state and national trends for downward change in costs. Any such decreases shall become effective immediately as they occur. The successful bidder must supply proof, upon request by the Districts, that the "OPIS LOW" AT NEWBURGH NY TERMINAL PRICING is accurate. A sample page of the OPIS pricing for the day of delivery will be sufficient for verification.
- f) Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the course or nature of such costs of the successful bidder will not be allowed during the contract period.

3. QUANTITIES & DELIVERIES

The quantities listed in the RFB are estimates only, based upon use during the past year, and are not intended as a guarantee. Revisions in programs which would add to or reduce fuel consumption may affect quantities required. Therefore, the contract will be for the actual quantities purchased during the contract term.

School Name	Estimated Annual Gallons Premium Diesel Fuel	Comments	Delivery Hours, Excluding School Holidays
Clarkstown CSD	170,000	Diesel and Kero	M-F 6:00 AM – 5:00 PM
Carmel CSD	120,000	“	M-F, 6:00 AM – 5:00 PM
Monroe-Woodbury CSD	300,000	“	M-F 6:00 AM – 11:00 PM
Minisink Valley CSD	145,000	“	Please call for specifics
Arlington CSD	380,000	“	M-F 6:00 AM – 8:00 PM
New Paltz CSD	120,000	“	Please call for specifics
Warwick CSD	110,000	“	M-F 7:00 AM – 3:00 PM
Highland CSD	53,000	“	M-F 6:00 AM – 5:00 PM
Brewster CSD	125,000	“	M-F 5-8 AM, 10 AM-1PM
Byram Hills SD	110,000	“	7:00 AM – 4:30 PM
Ossining UFSD	80,000	“	M-F 6:00 AM – 5:00 PM
Hendrick Hudson CSD	70,000	“	M-F 6:00 AM – 5:00 PM
White Plains SD	300,000	“	Please call for specifics
Mamaroneck UFSD	30,000	“	Please call for specifics
Total Annual Gallons	2,113,000		

- a) Delivery will be F.O.B. destination within forty-eight (48) hours A.R.O., unless an emergency requires a more rapid delivery as arranged between the District(s) and the vendor. The District(s) or its designee will make delivery notification unless an automatic delivery schedule is agreed to by both parties.
- b) Deliveries will routinely be made during the standard business day. However, the District(s) reserves the right to specify a particular time of delivery so as not to interrupt District(s) operations, or to specify delivery during a weekend or holiday in an emergency situation. Quantities are primarily required during the school year.
- c) Transport Delivery (TP) shall have the following requirements: The fuel will be metered onto the truck but not metered off, the compartment(s) shall be sealed at the terminal and the seal number noted on the Bill of Lading, the fuel is gravity fed into the storage tank, not metered, and a copy of the loading ticket and Bill of Lading must be delivered by the driver to the site at time of delivery are signed for by an authorized receiver.
- d) Tank Wagon Delivery (TW) shall mean delivery by smaller trucks (bidder indicate maximum delivery quantity per truck), with delivery meter off, and a copy of the delivery ticket signed by an authorized receiver and delivered to the site at the time of delivery. Since the most efficient delivery is by Transport Delivery, it is anticipated that most deliveries would be completed by tankers. Should tank wagon delivery be necessary then the bidder should indicate in the bid response the additional differential costs for such small deliveries.

4. TANK LOCATIONS & CAPACITY

LOCATION OF TANK(S) & CONTACT INFORMATION	SIZE (US gal)	COMMENTS all tanks are underground unless otherwise indicated
Clarkstown CSD 30 Parrott Road West Nyack, NY Tom Balko 845-639-6380	9,975	1 – 9,975 gallon tank, working capacity is 8,890 gallons (usual delivery is 6,000 gallons)
Carmel CSD 1099 Rt 52 Carmel, NY 10509 Pat Payne Supervisor of Transportation 845-225-3200	10,000	1 – 10,000 gallon tank (usual delivery between 5,000 – 6,000 gallons)
Monroe-Woodbury CSD 27 Mine Road Monroe, NY 10950 Dawn Russell 845-460-6010	18,000	3 – 6,000 gallon tanks in same location (usual deliveries are 8,000 gallons)
Minisink Valley CSD 179 South Centerville Road Slate Hill, NY Delos Luther 845-355-5144	10,000	1 – 10,000 gallon tank (usual deliveries are 8,000 gallons)
Arlington CSD 601 Dutchess Turnpike Poughkeepsie, NY 12603 and Todd Hill Rd, LaGrange George Beckwith 845-486-4955	20,000	2 locations, each with 10,000 tanks. 7500+ gallon deliveries are typical for both locations. One tank is below ground, the Poughkeepsie tank is above ground.
New Paltz CSD 132 South Putt Corners Rd New Paltz, NY 12561 Maureen Ryan 845-256-4072	10,000	1 – 10,000 gallon tank Typical deliveries are 6,000 gallons minimum. This tank is above ground. Automatic Delivery preferred.
Warwick CSD 63 County Route 1 Warwick, NY 10990 Debra Weissman 845-987-3035	16,000	2 – 8,000 gallon tanks in same location
Highland CSD 320 Pancake Hollow Rd Highland, NY 12528 Debbie Tompkins 845-691-1000	6,000	1- 6,000 gallon aboveground tank Automatic delivery preferred
Brewster CSD 40 Farm-to-Market Rd Brewster, NY 10509 Jack Coxen 845-279-4700	8,000 & 3,000	5,000 gallon deliveries are normal to the underground tanks

Byram Hills SD 9 MacDonald Avenue Armonk, NY 10504 Cheryl Fitzgibbons 914-273-4245	4,000	4,000 gallon tank. Automatic delivery of 1,500-2,300 gallons per week
Hendrick Hudson CSD 89 Lake St Montrose, NY 10548 Anthony Merlini 914-257-5203	3,000 and 10,000	7500 Gallon normal deliveries to the underground tanks
White Plains SD 2 Contractor Locations: White Plains Bus Company 14 Fisher Lane White Plains, NY White Plains Bus Company 91 Fulton Street, White Plains, NY Diane Markert 914-422-2072	8,000 5,000	8,000 gallon above ground diesel 5,000 gallon above ground diesel
Ossining UFSD Old Route 100 Briar Cliff Manor, NY 10511 Jim Minihan or Jack Mitchell 914-941-7700	4,000	Above ground tank
Mamaroneck UFSD *Royal Coach 120 Primrose Street Lincolndale, NY 10540 Ralph Colabello 914-760-9142	4,000	4,000 gallon above ground tank. Weekly auto delivery of 2,500-3,000 gallons of diesel or kerosene winter mix fuel (depending on season/weather) until the District's fuel supply is met with the contracted Bus company. *Bus company subject to change pending RFP award for the 2014-2015 school year.

- a) The Districts reserve the right to add or delete locations and change tank sizes during the contract term in order to meet changing program requirements. However, smaller tanks are not anticipated to be used. The successful bidder agrees to deliver fuel under this contract to accommodate such changes.

5. QUALIFICATION OF BIDDERS

- a) In addition to the requirements in the terms and conditions, upon request each bidder must be able to provide to the Districts sufficient evidence that the bidder can reasonably be expected to meet the requirements of this contract. Specifically, the bidder must provide evidence of a multi-year track record of having met the needs of

customers of the size and with the types of delivery requirements of the Districts and the bidder must either:

- 1) Own and operate a permanently established bulk storage plant with stationary tankage from which delivery will be made.
 - 2) Be an authorized dealer of a distributor; which distributor owns or leases and operates a built storage plant with stationary tankage.
 - 3) The bidder's source of supply must be with one or more reputable oil refiners with either directly or through a refiner's authorized distributor.
- b) Should a bidder's source of supply be through a third party (parts 1 or 2 preceding), the bidder must supply a certificate from the source of supply stating that it will guarantee to furnish the quantities required, should such certificate be required by the Districts.
- c) Bidder's delivery trucks shall be equipped with meters to accurately measure the quantity of fuel. Motor transports shall be accurately gauged as to shell capacity and sealed by the State Bureau of Weights and Measures or the local authority having jurisdiction. Each compartment shall have the gauged capacity indicated thereon and payment will not be made for any quantities in excess of their capacity. Bidder shall furnish certified calibrations charts for motor transport delivery, if requested by the Districts. Compartments shall be filled to the gauge mark with vehicle parked on a level surface at the point of shipment.
- d) Tank wagons must have meter ticket printer which will provide a printed receipt giving an accurate accounting of the amount of fuel delivered. Delivery ticket shall be locked in the printer from the start of the delivery until the delivery is completed and recorded.
- e) Notwithstanding the foregoing in items (c) and (d), applicable provisions of New York State Law which may impose more stringent metering requirements shall govern the successful bidder.

6. INSURANCE

I. Notwithstanding any terms, conditions or provision, in any other writing between the parties, the Successful Bidder hereby agrees to effectuate the naming each of the Districts as an unrestricted additional insured on the successful bidder's insurance policies, with the exception of workers' compensation.

II. The policy naming the district as an additional insured shall:

- . Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
- . Provide for 30 days notice of cancellation.
- . State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
- . List each District as an additional insured by using endorsement CG 2010 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used; a copy shall be included with the certificate of insurance.

III. The successful bidder agrees to indemnify the district for any applicable deductibles.

IV. Required insurance:

- . Commercial General Liability Insurance:
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per project basis.

. Automobile Liability:

The successful bidder shall maintain Automotive Bodily Injury Liability and Property Damage Liability insurance with a minimum combined single limit of \$2,000,000 for owned, hired, borrowed, and non-owned motor vehicles and statutory, no-fault coverage.

. Workers' Compensation:

Statutory Workers' Compensation, Employers' Liability and New York State Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by New York State Workers' Compensation Board. ACCORD certificates are not acceptable.

. Owners/Contractors' Protective Insurance:

Required for construction projects in excess of \$200,000: \$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.

. Bid, Performance and Labor and Material Bonds:

If required in the Specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Successful bidder acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The Successful Bidder shall not commence work under this Contract until the successful bidder has obtained all insurance and such insurance has been approved by the participating Districts. The Successful bidder is to provide the Districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

Additionally, if any of the successful bidder's policies of insurance are canceled or not renewed during the life of the Contract, immediate notice of cancellation or non-renewal shall be delivered to the participating school districts no less than thirty (30) days and prior to the date and time of cancellation or renewal.

Failure to meet insurance requirements may constitute grounds for termination.

7. DAMAGE TO PROPERTY

The successful bidder guarantees to furnish adequate protection for damage to each district's buildings, grounds and/or equipment occurring on account of, or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuels under this contract and shall be liable for any damages for which he or his employees are responsible. The liability includes, but is not limited to, fuel spills occurring during the delivery. The successful bidder shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. The successful bidder shall take the upmost care to avoid spills or leakage from vehicles on landscaping roads or participating school districts' property. In the case of a spill that is caused by the successful bidder, it will be the responsibility of the bidder to completely clean up the spill. The successful bidder shall immediately report fuel spills to the district's Director of Transportation and shall also report the spill to the New York State Department of Environmental Conservation (DEC). The successful bidder will also be responsible for any forthcoming fines and/or legal action.

SECTION VIII DETAILED SPECIFICATIONS

ACROYMS AND DEFNITIONS

- ASTM: The acronym ASTM shall be used as a designation for the American Society For Testing and Materials.
- CFPP: The acronym CFPP shall be sued for the Cold Filter Plugging Point of the fuel.
- IP: The acronym IP shall be used as a designation for the Institute of Petroleum.
- 1D (or 1-D): Kerosene. This grade designation for light distillate diesel fuel oils used in vehicular diesel engines and in higher volatility applications than provided by grade 2D fuel oils.
- 2D (or 2-D): Regular ULSD Diesel. This symbol shall be used for middle distillate diesel fuel oils used in vehicular diesel engines having frequently varying loads and speeds.
- 2PD (P-D) Premium Diesel. This symbol shall be used as a grade designation for premium distillate diesel fuel oils used in vehicular diesel engines having frequently varying loads and speeds along with requirements for higher cetanes, special enhancers, and inhibitors.

UNIVERSAL DETAILS

All products provided shall be homogenous fuel oils, suitable for diesel engines, and they shall conform to the requirements of ASTM D975-6b, Table 1, or the latest revision of, except as listed differently elsewhere herein. All test references shall be ASTM method or approved equivalents.

DYE MARKER CONTENT

All products provided shall be free of visible evidence of the blue dye 1,4-diakylamino-anthraquinone. This requirement shall be in full compliance with Federal CCA*, Part 80, Section 80.29 & New York State NYCRR or latest revisions thereof. Exception: Federally tax exempt fuel may be dyed red using solvent red dye 164. This must be provided for customers requesting it.

FLASH POINT

The specified minimum Flash Point for Fuel Oils provided under this bid shall be: 120

degrees F for 1D, 122 degrees F for 2PD/1D blends using a 50/50 blend reference. Delivered product shall have a flash point below the respective requirement given above. The Flash Point shall be determined using ASTM Test Method D93-06 (IP #34/85) or latest revision thereof, Flash Point by Pensky-Martens Closed Tester.

WATER AND SEDIMENT

The intended Water and Sediment (W & S) content for fuel oils provided shall be two hundredths (0.02% V/V) of a percent. Delivered product having a water & sediment content greater than five hundredths (0.05% V/V) will not be acceptable. Delivered product having a water & sediment greater than five hundredths (0.05% V/V) of a percent shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance. The Water & Sediment content shall be determined using - ASTM Test Method D1796-04 (IP #75/82), or latest revision thereof. Product with W & S over 0.02% V/V but not over 0.05% V/V shall have additives ensuring smooth engine combustion and may be considered for this solicitation. A haze rating @ 25°C (77F) shall be a maximum of 2 using ASTM Method D4176-04E1 (Procedure 2) or latest revision thereof.

VISCOSITY

The specified maximum Viscosity for Fuel Oils provided under this contract shall be: thirty three (33 SUS @ 100°F) Saybolt Universal Seconds at one hundred degrees Fahrenheit, maximum, for 1-D fuel oil; and thirty eight (38 SUS @ 100°F) Saybolt Universal Seconds at one hundred degrees Fahrenheit, maximum, for 2-D and 2-PD fuel oils. Delivered product having a viscosity greater than 33 SUS @ 100°F or 38 SUS @ 100°F, is not acceptable. Delivered product having a viscosity greater than 35 SUS @ 100°F for 1-D; or 40 SUS @ 100°F for 2-D or 2-PD shall be removed from the purchasing agency's tank and replaced with product conforming to specifications, at purchasing agency's discretion based on excessive filter maintenance and/or poor vehicle performance.

The Viscosity shall be determined using ASTM Test Method D445-06 (IP #71/84), or latest revision thereof; and ASTM D2161-05, 1999e2, conversion of Kinematic Viscosity to Saybolt Universal Seconds (Table 1), or latest revision thereof relative to the individual characteristics of the product being tested.

CLOUD POINT

The maximum cloud point temperature shall be equal to the tenth percentile minimum ambient temperature listed elsewhere herein under the heading LOW TEMPERATURE OPERABILITY PERFORMANCE. The maximum cloud point temperature for product, delivered from APRIL through the Summer use period, shall be thirty one (31°F) degrees Fahrenheit [minus five tenths (-0.5°C) of a degree Centigrade]. The Cloud Point shall be determined using ASTM Test Method D2500-05 (IP #219/82), or latest revision thereof; or ASTM D3117-03, alternate method in accordance with ASTM D975-06B procedures.

COLD FILTER PLUGGING POINT (CFPP)

The specified maximum CFPP for low temperature operability/performance of fuel oils provided under this contract shall be twenty seven (27°F) degrees Fahrenheit [fifteen (15°C) degrees Centigrade] below the specified cloud point. The CFPP shall be determined using Institute of Petroleum Test Method IP #309/83, or latest revision thereof relative to the individual characteristics of the product being tested. This method is technically equivalent to the British Standard BS6188 and European Standard EN116.

During the winter period it is essential that the supplier protect the fuel to withstand temperatures as low as 25 degrees below zero, Fahrenheit. This can be done with additives and/or Ultra Low Sulfur Kerosene as determined by the supplier in cooperation with the each district. The differential quoted will be the blended fuel for the entire year, including the Winter period.

Delivered product having a CFPP temperature greater than one (1°C) degree Centigrade above the maximum but less than seven and one-half (7.5°C) degrees Centigrade above the maximum is not acceptable. Delivered product having a CFPP temperature of seven and one-half (7.5°C) degrees Centigrade, or greater, above the maximum shall be removed from the site and replaced with complying fuel at no cost to the district.

SULFUR

The specified maximum Sulfur content for Fuel Oils provided under this contract shall be fifteen ten thousandths of a percent, per table which follows. Delivered product having sulfur content greater than fifteen ten thousandths of a percent (.0015%) is unacceptable.

Delivered product having a sulfur content greater than that allowed by NYCRR, Title 6 Environmental Conservation Law, Chapter III Air Resources, Subchapter A, Subpart 225-1.2.(d) Table 2 shall be removed from the purchasing agency's tank and replaced with product conforming to specifications. The Sulfur content shall be determined using ASTM D2622-05, or ASTM D4294-03; or latest revisions thereof relative to the individual characteristics of the product being tested.

SUMMARY OF SULFUR CONTENT (REQUIREMENTS)

Geographical Area of the State Percent of Sulfur by Weight (Maximum) Statewide Highway Vehicles: 0.0015% (fifteen ten thousandths of a percent).

TYPE OF USE REQUIREMENTS

The maximum sulfur content, as per Federal requirements, shall be .0015% (fifteen ten thousandths of a percent) for all diesel fuel used in highway vehicle motors. This shall apply to all highway vehicles (diesel engine) Statewide. All off-highway equipment motors shall comply

with the prior geographical area requirements for sulfur content, or engine manufacturer's recommendation whichever is stricter.

CETANE RATING

The specified minimum Cetane value for Fuel Oils provided under this contract shall be a forty-two (42.0 CCI) Calculated Cetane Index. Delivered product having a calculated cetane index below forty two (42.0) CCI is unacceptable. Delivered product having a calculated cetane index below forty (40.0) CCI shall be removed from the purchasing agency's tank and replaced with product conforming to specifications. The Calculated Cetane Index value shall be determined using ASTM Test Method D976-06 (IP #364/84), or latest revision thereof; or ASTM D4737-04, or latest revision thereof; relative to the individual characteristics of the product being tested. When a given sample is determined to be in non-compliance of either or both (Calculated & Engine) Cetane Index requirements, the product is to be removed from the tank and replaced with complying fuel at no cost to the school districts.

ASH

The specified maximum ASH content for Fuel Oils provided under this contract shall be one hundredth (0.01%) of a percent, maximum by weight. Additionally, a product having excessive ash content shall be removed and replaced with complying fuel at no cost to the district. The Ash content shall be determined using ASTM Test Method D482-03 (IP #4/81), or latest revisions thereof - relative to the individual characteristics of the product being tested. Delivered product having an ash content above the maximum by greater than two thousandths (0.002%) of a percent above the maximum but less than one tenth (0.10%) of a percent above the maximum is unacceptable. Delivered product having an ash content of one tenth (0.10%) of a percent by weight, or greater, above the maximum specified shall be removed from the site and replaced with complying fuel at no cost to the districts.

DIESEL FUEL OIL REQUIREMENTS

The fuel oil supplied under this contract shall meet the universal details listed previously, the seasonal and other listed requirements which follow: The fuel oil supplied shall be visually free of un-dissolved water, sediment, suspended matter, and shall be clear & bright at the ambient temperature, or seventy (70°F) degrees Fahrenheit, whichever is higher. Fuel oil supplied shall NOT contain any alcohol. The winter mix diesel fuel oil, supplied shall meet the respective requirements as listed elsewhere herein. In addition, these grades of fuel oil shall conform to the "LOW TEMPERATURE OPERABILITY PERFORMANCE" requirements listed later herein.

GRADE 1PD (1-PD), AND 2PD (2P-D) PREMIUM ULTRA LOW SULFUR DIESEL FUEL OIL

The Grade 1PD and 2PD fuel oils shall meet the specifications listed previously herein and it shall be suitable for use during winter (sub zero) climate conditions. Kerosene (1- K) meeting and/or exceeding the parameters stated herein for 1D will be considered in lieu of 1D as part of this specification/solicitation.

GRADE 2PD/1PD, WINTER MIX (ULTRA LOW SULFUR DIESEL/KERO) DIESEL FUEL OIL

The Grade 2D/1D, Winter Mix, fuel oil shall meet the specifications listed previously herein and it shall be suitable for use during winter (purchasing Agency's local ambient temperature) climate conditions. It shall be proportioned to provide a cloud point equal to the tenth (10th) percentile minimum ambient temperature expected for the region and period of use.

GRADE 2PD/1D (WINTER MIX), PREMIUM DIESEL FUEL OIL

The Winter Mix Premium Grade Diesel Fuel Oil shall be a homogenous mixture of the base diesel fuel oils (1D & 2D) and specific purpose additives formulated to improve overall product performance. The additives shall be comparable to those stated for 2PD hereinafter and the aforementioned heading,

ADDITIVE (MULTIPURPOSE DIESEL FUEL WINTERIZATION), GRADE 2PD, ULTRA LOW SULFUR PREMIUM DIESEL FUEL OIL

The Premium Grade Diesel Fuel Oil shall be a homogenous mixture of 2D base diesel fuel oil and specific purpose additives formulated to improve overall product performance. The additives are as follows: Detergents - shall be included to remove gum and/or varnish build-up on fuel system components. They shall carry removed substances to the fuel filter where the substances are separated from the product. At the injectors they shall dissolve and remove combustion deposits from the orifice tip, maintaining required spray patterns for proper combustion. Detergents shall meet the parameters of CRC L-10 Superior Maximum Demerit Rating requirements (10 max.) Corrosion/Rust Inhibitors - shall be included to prevent the rusting and/or corroding of the cleansed surfaces in the fuel system. The presence of the required corrosion inhibitors in the fuel oil shall be determined using NACE (National Association of Corrosion Engineers) standard test method number TM0172. This method is an "A" - spindle test having a grading range from "A" through "E"; "A" indicating no corrosion and "E" indicating extreme corrosion. The Premium Diesel Fuel Oil supplied shall have a rating of B5++0, or better, when tested by this method. Stabilizer - shall inhibit oxidation of the fuel oil, reducing darkening & sludge formation in the fuel oil as it ages (during prolonged storage periods). The presence of the required stabilizer (degradation inhibitors) in the fuel oil shall be determined using DuPont's standard test method number F2161. This method is a thermally accelerated degradation process which measures stability based on substance accumulation on a ten micron filter which is compared to a standardized chart. The Premium Diesel Fuel Oil supplied shall have a rating of seven (7), or lower, when tested by this method. De-hazer - shall remove any traces of moisture that might be suspended in the fuel oil mixture

and/or any ambient moisture which might condense in the product. it shall disperse/separate such moisture (water) from the fuel and result in fuel oil clarity. Visual Indicator - should be included in all premium diesel fuel oil. The indicator shall be a fluorescent dye which is clearly distinguishable from the standard base fuel oil's color with the use of a black light, etc. Red dye - visible (daylight) to the naked eye indicates Federal Tax Exempt. Premium grade diesel fuel oil which does not conform to the stabilizer, corrosion ratings specified herein shall be removed or an adequate additive shall be provided. Each District, should the fuel not meet specifications, may require the distributor to provide additive amounts as needed at the contractor's expense to the fuel oils in question. The District's decision in this matter shall be final.

PREMIUM CETANE RATING

The premium diesel [Grade 2PD & 2PD/1D (Winter Mix)] fuel oil shall contain the respective (specified) combination of the base fuel oil/s (1D & 2D) and it shall meet all the specifications listed elsewhere herein for those base fuel oils. In addition to its base fuel oil meeting the Calculated Cetane Index value specified previously herein for all the fuel oils. The premium fuel oil shall have a total (calculated plus cetane improvers) Cetane Index value of forty five and one-half (45.5) Cetane. ASTM Test Method D976-06 (IP #364/84), or latest revision thereof; or ASTM D4737-04, or latest revision thereof, shall be used for calculating whether the Cetane number is 45.5. However, the premium grade diesel fuel oil's Cetane Index value shall be determined using (the engine ignition method) ASTM Test Method D613-05 (IP #41/81), or latest revision thereof, when the previously specified calculated method for cetane of the base fuel oil is less than a 45.5 cetane value. The premium fuel oil shall conform to the specified Cetane Index listed herein, both Calculated Cetane Index and Engine Cetane Index (D613-05). When a given sample is determined to be in non-compliance of either or both Cetane Index requirements, then the greater deviation shall be the figure used for the price deduction requirements; except when the Engine Cetane Index exceeds its specified requirement, the "Inferior Cetane Content/Price Deduction" shall be waived.

CETANE IMPROVER

At the manufacturer's recommended full strength dosage ratio, this additive shall include a 2-ethyl-hexylnitrate cetane improver which shall increase the cetane value of the fuel by a minimum of four (4) numbers (i.e., a 42.0 Cetane fuel shall raise to a Cetane of 46.0, or better). A minimum of thirty (30%) percent of the additive package shall be Cetane improver.

COLD FILTER FLOW IMPROVER

At the manufacturer's recommended full strength dosage ratio, this additive shall include a cold filter flow improver which shall provide a maximum fuel oil CFPP temperature which is eighteen (18°F) degrees Fahrenheit [ten (10°C) degrees Centigrade] below the respective Cloud Point temperatures listed elsewhere herein under the heading "LOW TEMPERATURE OPERABILITY/PERFORMANCE CHARACTERISTICS:" Winter Mix delivered for use during

the months of November through March shall have a cold filter flow improver as specified previously.

DETERGENT

This additive shall possess detergent characteristics. It shall meet the parameters of CRC L-10 Superior Maximum Demerit Rating requirements (10 max.) and it shall pass a verifiable, objective dynamometer test which proves keep-clean or clean-up ability relative to untreated fuel oil. The Mercedes Benz OM-616 Coker Test or comparable test shall be acceptable for proof of performance.

CORROSION INHIBITORS

At the manufacturer's recommended full strength dosage ratio, this additive shall possess corrosion inhibitors which shall ensure a B++, or better, NACE rating (steel spindle test).

WATER DISPERSAL

This additive shall provide water dispersant characteristics which neither: completely shed water, nor completely emulsify the water. It shall emulsify water in the fuel oil being treated at a controlled rate of one hundred (100 gal) gallons, maximum, per million gallons of fuel being treated.

DEICING CAPABILITY

At the manufacturer's recommended full strength dosage ratio, this additive shall provide adequate de-icing capability.

ADDITIVE REFERENCE (WINTER MIX, CFPP IMPROVER)

Any additive supplied under this contract shall be: AGA/Truck-Pro (Carter Chem.) product named "Arctic Arnol", or NALCO Chemical Co. product code number "88BK108 Liquid", or comparable product; meeting the minimum requirements of this specification.

PREMIUM (ADDITIZED) DIESEL REQUIREMENTS SUMMARY

<u>Parameter</u>	<u>Test Method</u>	<u>1D (Kerosene)</u>	<u>2PD Premium Diesel</u>
Flash Point, min	D93-06A	120 deg F	125 deg F
Water & Sed mix	D1796-04	.02% V/V	.02% V/V
Water & Sed Haze Rate	D4176-04el	2.0	2.0
Viscosity max	D445-06/D2161-05	33SUS@100 deg F	38SUS@100 deg F
Ash, %mass, max	D482-03	.01	.01
Sulfur, %mass max	D2622-05 Or D4294-03	.0015%	.0015%
Cetane Index (calcul)	D976-06 (IP 364/84) D4737-04	42.0 min	42.0 min
Cetane Number (engine)	D613-05	42.0 min	45.5 min
Aromaticity, % Vol possible min	D1319-03el	-	27.0
Cloud Point deg C Max	D3117-03 D2500-05	same as ambient temperature Oct though March	
CFPP Point deg C	IP309/83		
Carbon Residue mass % On 10% Rams bottom	D524-04	.15	.35
Corrosion Inhibitors	TM0172, NACE	mfg's std	B5++ or better
Stabilizer	F2161-01 DuPont	mfg's std	"7" or less

BLENDING/DELIVERY REQUIREMENTS

All fuel oil delivered which contains combinations of 1D, 2D or winterizing additives shall be blended at the bulk plant, or via a dual/multiple manifold on the truck, which mixes them for a simultaneous delivery. Deliveries via a non-manifold type truck (i.e., product which is not premixed) should not be accepted. Cetane and cold filter plugging point (CFPP) parameters shall be met regardless of product mix.

LOW TEMPERATURE OPERABILITY PERFORMANCE CHARACTERISTICS

The WINTER MIX Premium Diesel, 2PD/1D fuel oil deliveries shall conform to the cloud point and cold filter plugging point temperatures within this section and shall ensure that the maximum percentage of 2PD fuel is included in the mix relative to those maximum temperature points. The percentage of 1- PD fuel oil used to ensure the proper CFPP temperature shall not exceed fifty (50%) percent of the base oils mix ratio. When necessary to ensure compliance with low temperature characteristics, the use of winterizing additives which meet the conditions stated elsewhere herein shall be required. Cummins states that their engines need a fuel with 60% (minimum) #2 diesel content for Winter Mix.

WINTER MIX PERFORMANCE PERIODS	AMBIENT TEMPERATURE and CLOUD POINT (maximum)	CFPP TEMPERATURE (maximum)
Deliveries OCTOBER with Next NOVEMBER	+26°F(- 3°C)	+ 8°F(-13°C)
Scheduled DECEMBER	+17°F(- 8°C)	- 1°F(-18°C)
Replenish- JANUARY	- 2°F(-19°C)	-24°F(-31°C)
ment FEBRUARY	-2°F(-19°C)	-29°F(-34°C)
In MARCH	+ 3°F(-16°C)	-15°F(-26°C)
Delivery In All Other Periods	+26°F(- 3°C)	+ 13°F(-11°C)

The fuel oils shall meet the following respective low temperature operability/performance characteristics when tested in accordance with ASTM D975-06B.

WINTER MIXES

The Districts, in cooperation with the successful bidder, to ensure cold weather specifications, have the discretion to mandate the winter mixes that will be necessary during the winter months.

NOTE: When the National Weather Service projects extended cold periods with ambient temperatures significantly lower than those listed above or a particular locale frequently/usually has lower ambient temperatures, then the oil supplied relative to those deliveries shall have the maximum cloud & cold filter plugging point temperatures lowered to meet actual low ambient operability requirements.

THIS IS FOR PREMIUM ULTRA-LOW SULFUR DIESEL FUEL

Bidders should submit prices as “OPIS LOW At Newburgh, NY PRICING” per gallon for diesel fuel and kerosene.

Since the OPIS cost of fuel changes daily, the bid is only for the transportation (“Marketer Differential”).

SINCE THE MARKETER DIFFERENTIAL IS THE ONLY COST REQUESTED BY THE BIDDER AND THE COST IS FIXED FOR THE DURATION OF THE CONTRACT, THE BIDDER IS EXPECTED TO SUPPLY ONE MARKET DIFFERENTIAL COST FOR DELIVERING #2 DIESEL, #1 DIESEL(KEROSENE) OR A MIXTURE OF THE TWO WHEN NECESSARY.

EXHIBIT A BID SUBMITTAL FORMAT

BIDDERS' NAME: _____

CHECK LIST

- A-1 Bid Acknowledgment Form
- A-2 Non-Collusion Affidavit
- A-3 References:
Specify previous experience in providing similar product(s)
- A-4 Order Placement Information
- A-5 Insurance Requirement Affidavit
- A-6 Bid Recap Sheet/Bid Sheets
- A-7 Certificate and Signature Form
- A-8 Non-Bidders' Response
- A-9 Hold Harmless (Contractors or Transportation)
- A-10 Written Assurance No Employee Has Been Convicted of A Crime

The Bidder acknowledges that he/she has carefully read the RFB and understands the specifications requested.

The Bidder also acknowledges that should this Bid be accepted by the District(s), such action shall constitute a legally binding agreement and therefore, subject to all the terms and condition of the bid documents.

Bidder further acknowledges that he/she will contract with the Districts using a Purchase Order and comply with the requirements of the RFB and the Purchase Order terms and conditions.

Company Name of Bidder: _____

Business Address of Bidder: _____

Business Phone No: _____

Fax No: _____

Email: _____

Federal Tax ID No.: _____

Business is legally listed as (check one):

Sole Proprietorship _____

Partnership _____

Corporation _____

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

EXHIBIT A-2

NON-COLLUSION AFFIDAVIT

Authorized officer: Bidder's Bid containing statements, letters, etc., shall be signed in the Bid by a duly authorized officer of the company whose signature is binding on the Bidder.

The undersigned offers and agrees to furnish all of the product(s) awarded to them upon which qualifications are stated in the accompanying Bid. The period of acceptance of this Bid will be __60__ calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder).

I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

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 his knowledge and belief:

A. 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 competitor;

Unless otherwise required by law, the prices which have been offered in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly to any other Bidder or to any competitor; and,

C. 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.

Company Name of Bidder: _____

Address: _____

Telephone Number: _____

Fax Number _____

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
Signature

EXHIBIT A-3

REFERENCES

List three (3) companies or governmental agencies where like or similar product(s) have been provided within the last five (5) years:

1. Company Name: _____
Address: _____
Street/P.O. Box City State Zip Code
Contact Person: _____ Title: _____
Phone: _____ Fax: _____
Contract Date(s): _____ to _____

2. Company Name: _____
Address: _____
Street/P.O. Box City State Zip Code
Contact Person: _____ Title: _____
Phone: _____ Fax: _____
Contract Date(s): _____ to _____

3. Company Name: _____
Address: _____
Street/P.O. Box City State Zip Code
Contact Person: _____ Title: _____
Phone: _____ Fax: _____
Contract Date(s): _____ to _____

1. SPECIFICATION COMPLIANCE

The minimum requirements included in the bid sheets attached are intended to govern, in general, the size and type of products desired. Please indicate "yes" or "no" if you can meet these specifications.

Meet or Exceed the Specifications: _____ Yes _____ No

2. DELIVERY TIME

Bidder shall provide the number of day required for the delivery of the products ordered to the District's designated location(s).

Standard Delivery ARO: _____ Hrs. (not to exceed 48 hours)

Emergency ARO: _____ Hrs. (not to exceed 12 hours)

3. PROMPT PAYMENT DISCOUNT

Bidder is requested to indicate any prompt payment discount offered to the Districts and the terms of such offer.

Percent discount for prompt payment: _____%

Terms: _____

4. ORDER PLACEMENT

Please supply the following information for purchase order forwarding and order placement;

Company: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email: _____

Order Placement Days: _____ Hours: _____

EXHIBIT A-6

BID RECAP /BID SHEET

BID FOR: DIESEL FUEL

BID NUMBER: RFB 14-xx

BID DUE DATE: May 1, 2014

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

FEDERAL TAX ID #: _____

SUPPLIER NAME: _____

(ADDRESS)

Clarkstown Central School District

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Carmel CSD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Monroe-Woodbury Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Minisink Valley Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Arlington Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

New Paltz Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

Warwick Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

Highland Central Schools

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

Brewster CSD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Byram Hills SD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Mamaroneck UFSD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

Ossining UFSD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 if separately ordered	Determined daily		OPIS plus differential

Hendrick Hudson CSD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

White Plains SD

Fuel Type		Transportation Cost per Gallon	Total Cost Per Gallon
	“OPIS LOW Newburgh Terminal Pricing”	The bid is for the transportation cost, or “differential”	The total cost is the “OPIS LOW Newburgh Terminal Pricing” plus the transportation cost per gallon.
ULTRA LOW SULFUR PREMIUM DIESEL ULSD2 Blended all-season with additives and/or Kerosene	Determined daily		OPIS plus differential
ULTRA LOW SULFUR PREMIUM KEROSENE ULSD1 <u>if separately ordered</u>	Determined daily		OPIS plus differential

Discount if one supplier is awarded 1 million or more gallons of fuel: _____

Bidder: _____

Signature: _____

Print Name: _____

Date: _____

CERTIFICATE AND SIGNATURE FORM

Please complete and return with your bid:

The Bidder declares and certifies:

1st: that no member of the Board of Education of the participating Districts, County of Rockland and counties where participating Districts are located nor any officer of employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

2nd: That the said Bidder has carefully examined the Instructions to Bidders, Schedules and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish, and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this bid is made.

3rd: Other Disclosure

Are you related to any employee of any participating District that is directly or indirectly involved in any of the following transactions for which any participating District was, or is to be a party?

Yes

No

-Sale, purchase, exchange or leasing of property?

-Receiving or furnishing of goods, services or facilities?

-Transfer or receipt of income or assets?

-Maintenance of bank balances as compensating balances for the benefit of another?

-Are you related to any employee of the employee of the Clarkstown Central School District?

-Have you received any direct or indirect information not available through the RFP or bid process from any employee of the Clarkstown Central School District?

The full names and title of all persons interested in this bid as principals are as follows:

_____	_____
_____	_____
_____	_____

Date: _____

Phone No.: _____

Firm: _____

Fax No.: _____

Address: _____ Federal Tax ID No: _____

Contact Person For Bid Inquiries:

Name: _____

Phone No.: _____

Email: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Subscribed and Sworn to Before Me

This _____ Day of _____ YEAR _____

Notary Public

The Board of Education of the Districts are interested in the reasons why prospective bidders fail to submit bids, and in maintaining our bid lists up to date. Failure to submit a bid, or to reply as to reason for not bidding, may result in removal of your firm from our bidder's list. If you are NOT submitting a bid for this proposal, please indicate the reason(s) by checking off one or more of the items below, and return the form to us.

NOTE: Completion and submission of this form is not necessary if the Bid is made on one or more of the items in the attached Bid Proposal.

We are NOT interested in bidding for the reason(s) indicated below:

___ Unable to bid at this time, but would like to receive future bid proposals. Date available for future bidding: _____.

___ Items or material not: _____ manufactured
_____ distributed
_____ stocked
_____ furnished by our company.

___ Materials or items we have to offer do not fully meet all the requirements of standards specified.

___ Delivery quantities too small.

___ We cannot meet the time of delivery of items or materials specified.

___ Insufficient time allowed for preparation and submission of bid.

___ Other reasons: _____.

You may remove our name from the bid list for: _____ This commodity class.

_____ This item or material

_____ All bids

Firm Name: _____

Authorized signature _____.

Address: _____

Date: _____.

The _____ (name of contractor) hereby agrees to defend,

And hold harmless the _____ (name of District) from and

Against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of
Operations performed or services by the contractor under the contract (including the transportation of Students.)

District

(Contractor)

(Text in brackets for use in transportation contracts only.)

EXHIBIT A-10 WRITTEN ASSURANCE NO EMPLOYEE HAS BEEN CONVICTED OF A CRIME, OR IS UNDER INDICTMENT OR INVESTIGATION FOR A CRIME

In accordance with Clarkstown District Policy # 1641, please sign this form which provides written assurance that none of _____ employees or

Contractor Name_____

Representatives who will be on school grounds/facilities have been convicted of a crime, or are under indictment or investigation for a crime.

Misrepresentation of these assurances may result in termination of the contract of work and disqualification from any future work within the Clarkstown Central School District.

President/CEO Name

Date

Signature