



NOTICE TO BIDDERS

RFB 2627-06

No. 2 Fuel Oil

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide No. 2 Fuel Oil as required by Dutchess BOCES, as set forth in this solicitation.

Bid forms may be obtained from the offices of the Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: www.dcboces.org.

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Taylor Fiorito, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Conference Center at **11:00 a.m. on June 23, 2026**. In the event that Dutchess County BOCES is closed the day of the Bid opening, the bid(s) will be opened the next day that Dutchess County BOCES is open.

All questions or requests for clarification regarding this RFB must be submitted in writing via email to the purchasing department no later than June 10, 2026. Responses will be shared with all known bidders.

Point of Contact for this RFB is:

Dutchess BOCES

ATTN: Taylor Fiorito, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: taylor.fiorito@dcboces.org

Phone: 845.486.4800 ext. 2203

Attachments:

Attachment 1. 2627-06 - No. 2 Fuel Oil Bid Offer Sheet

RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

RFB NUMBER: #2627-06 TITLE: No. 2 Fuel Oil

Vendors: Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: taylor.fiorito@dcbooces.org

<i>COMPANY NAME</i>
<i>ADDRESS</i>
<i>CITY</i> <i>STATE</i> <i>ZIP</i>
<i>POC:</i> <i>TITLE:</i>
<i>PHONE:</i> <i>FAX:</i>
<i>EMAIL:</i>

_____ **We intend to submit a bid no later than 11:00 a.m. on June 23, 2026.**

I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.

_____ **We DO NOT intend to submit a bid in response to this request.**

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- **Insufficient time allowed for preparation of bid.**
- **We do not offer these goods/services.**
- **Insurance requirements are too restrictive.**
- **Bond requirements are too restricting.**
- **Workload does not allow us to bid at this time.**
- **Specifications unclear or too restrictive.**
- **Quantities too small**
- **Other :** _____

1. INSTRUCTIONS TO BIDDERS

Bidders are responsible for carefully reviewing the entire contents of this RFB packet, including all requirements, specifications, and terms. Please ensure all required documentation is included, completed in full, and submitted according to the instructions provided.

The checklist below outlines the mandatory submission items. Each box must be checked off by the bidder to confirm compliance. Incomplete submissions or failure to follow these instructions may result in disqualification.

All bids become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law §84–90.

Bid Due Date: June 23, 2026 at 11 a.m.

Submission Address: Dutchess BOCES, ATTN: Purchasing Department, 5 BOCES Rd, Poughkeepsie, NY 12601

Bid Format: All bids must be sealed and clearly labeled as:

"RFB# 2627-06 – No. 2 Fuel Oil"

This includes marking the outside of any express mail envelope that may be used.

Bids must include:

- IRS Form W-9
- Bidders are required to submit one completed hard copy of the Certifications Packet, pages 15-22 in this RFB, with all pages properly and legibly completed with the appropriate signatures.
- Certificate(s) of Insurance (COI), if available at the time of bid submission. Successful bidder(s) shall provide certificates prior to contract award or execution.
- Written verification from the bidder's source of supply confirming the ability to provide #2 fuel oil and guaranteeing availability for the duration of the contract.
- Bid Offer Sheet per Attachment 1

2. INTRODUCTION & BACKGROUND

BOCES are cooperative associations of school districts established by New York State law to share services efficiently and economically. Dutchess BOCES Purchasing manages procurement for all programs and operations, leveraging collective buying power to achieve best value for Dutchess BOCES and its component districts.

3. SCOPE OF SERVICES

The purpose of this Request for Bids (RFB) is to secure qualified vendors to supply, deliver, and invoice #2 fuel oil to Dutchess BOCES and participating districts. Deliveries shall be made on an

as-needed basis in accordance with the requirements of Dutchess BOCES and participating school districts. The contractor agrees that for some participating school districts, based on that district's needs, automatic delivery arrangements will be developed by the contractor.

Vendors shall provide:

- #2 fuel oil meeting all requirements of this RFB and applicable ASTM standards.
- Delivery to participating district locations as required.
- Accurate delivery documentation and invoicing reflecting actual gallons delivered.
- Emergency or off-schedule deliveries when requested by Dutchess BOCES or participating districts.

Fuel Specifications

All #2 fuel oil supplied under this contract shall conform to the latest applicable ASTM standards, including all applicable federal, state, local, and environmental regulatory requirements. Fuel delivered under this contract shall be suitable for normal operation of heating equipment maintained by Dutchess BOCES and participating school districts.

Reclaimed oil of any type will not be accepted. Fuel supplied shall be free from water, acid, grit, sediment, and fibrous or other foreign matter likely to clog or damage burners or related equipment.

Safety Data Sheets (SDS)

In accordance with applicable federal and New York State hazard communication laws and regulations, the contractor shall provide current Safety Data Sheets (SDS) for any hazardous chemical or toxic substance supplied under this contract, including #2 fuel oil. SDS documentation shall be provided to Dutchess BOCES and/or participating school districts upon delivery or upon request. Failure to provide required SDS documentation may result in delayed payment until such documentation is received.

The contractor shall also notify Dutchess BOCES of any significant changes to the chemical composition, hazard classification, handling requirements, or safety information associated with products supplied under this contract and shall provide updated SDS documentation as applicable.

Contract Period

The initial term of this contract shall begin on September 20, 2026, or upon Board of Education approval, whichever is later, and shall continue for one (1) year through September 19, 2027. The end date of the initial term is fixed and shall not be extended due to a delayed start. Four (4) one-year extension options may be made upon mutual consent.

While Dutchess BOCES intends to execute extensions as described above, nothing herein shall be construed as binding Dutchess BOCES to any extension. Dutchess BOCES reserves the right to decline a contract extension for any reason permitted by law.

Estimated Quantities

The quantities of #2 fuel oil listed in this bid are provided for estimation purposes only and do not constitute a guarantee of purchase. By submitting a bid, the contractor agrees to supply all #2 fuel

oil required by Dutchess BOCES and/or participating school districts during the contract period, regardless of whether actual quantities are greater or lesser than the estimates provided.

Participating Districts and Delivery Locations

This contract may be utilized by Dutchess BOCES and participating school districts identified in this solicitation. Exact delivery locations, tank information, delivery schedules, and site-specific instructions shall be coordinated directly between the contractor and the participating district following contract award.

Dutchess BOCES reserves the right to add or remove participating districts, facilities, delivery locations, or estimated quantities during the term of the contract as operational needs require.

NOTE: Certain participating districts may maintain large-capacity storage tanks typically utilized for #4 fuel oil. In emergency situations, such tanks may require delivery of #2 fuel oil under this contract.

Piggybacking

This solicitation and any resulting award(s) are intended to be available for piggybacking use by other governmental entities under GML §103. Use by another entity is subject to the awarded vendor’s consent and must be under the same terms, conditions, and pricing as this contract. Dutchess BOCES is not a party to such transactions and assumes no responsibility for performance, ordering, or payment by any other entity. For school districts within New York State, see the *Eligible School Districts* page of this RFB.

4. Pricing

Pricing Structure

Pricing for #2 fuel oil shall be based on the OPIS Oil Price Daily for ULSD Diesel Dyed, Newburgh, NY terminal (Low posting), plus the contractor’s fixed margin and any additional fees identified on the bid offer sheet. The awarded contractor margin and any listed fees shall remain firm for the duration of the contract.

The OPIS benchmark price identified on the bid offer sheet is for bid evaluation purposes only and shall not represent the contract price during the term of the agreement.

The price charged for each delivery shall be based on the applicable OPIS posting in effect at the time of delivery, plus the awarded contractor margin and any fees identified on the bid offer sheet. Dutchess BOCES reserves the right to require pricing to be applied on a daily basis, rather than a weekly basis, in response to market conditions.

Price Reporting and Verification

The contractor shall provide weekly pricing updates to Dutchess BOCES. Such updates shall include the applicable OPIS posting, the awarded contractor margin, any applicable fees, and the resulting delivered price per gallon.

All pricing must be supported by OPIS documentation. Copies of the applicable OPIS postings shall be provided with invoices or upon request to verify that pricing is in accordance with the terms of the contract.

Unit of Measure

All pricing shall be based on price per gallon. In the event that OPIS Oil Price Daily changes its reporting format to price per barrel, such pricing shall be converted to a per gallon basis using 42 gallons per barrel, carried out to four (4) decimal places.

Delivered Pricing

Prices quoted shall be F.O.B. destination to agency storage tanks and shall be based on gross gallons delivered. Pricing shall include all applicable costs, including but not limited to transportation, overhead, fees, and surcharges (e.g., NY NORA Fee, NY Oil Spill Fee, and any applicable federal or state environmental fees). No additional surcharges shall be permitted unless explicitly identified in the bid offer sheet.

Source of Supply

Bidders shall provide, with their bid submission, written verification from their source of supply confirming the ability to supply the estimated requirements of #2 fuel oil and guaranteeing availability for the duration of the contract.

5. QUALIFICATIONS & REQUIREMENTS

To be considered for award, vendors must meet the following minimum qualifications and provide documentation upon request:

- Vendors must hold all licenses, permits, certifications, and registrations required under applicable federal, New York State, and local laws
 - Vendors should have a minimum of two years' experience providing similar services.
 - Vendors shall demonstrate the ability to provide reliable fuel supply, delivery, and emergency response services as required under this contract.
 - Dutchess BOCES reserves the right to disqualify bidders based on unsatisfactory references, past performance, failure to meet bid requirements, or a determination of non-responsibility.
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6. CONTRACTOR RESPONSIBILITIES

The awarded contractor shall be responsible for performing all services in a professional and fully compliant manner. Responsibilities include, but are not limited to, the following:

Timely Service Delivery

The contractor shall ensure that fuel deliveries are provided as scheduled and in accordance with the requirements of Dutchess BOCES and participating school districts. The contractor shall respond to District inquiries, delivery requests, service issues, and emergency notifications in a timely and professional manner.

Emergency delivery situations impacting building operations, heating service, or safety shall be acknowledged within four (4) hours of notification. Emergency response requirements shall apply only when expressly designated by the District and do not establish a standing twenty-four (24) hour, seven (7) day on-site obligation.

Fuel Delivery

The contractor shall be responsible for the delivery of #2 fuel oil to Dutchess BOCES and participating school districts in accordance with district requirements and site-specific delivery instructions. The contractor shall coordinate with each participating district regarding delivery schedules, site access, restrictions, tank information, and operational procedures.

The contractor shall provide advance notification of deliveries to the designated Buildings and Grounds Supervisor, Director of Facilities, or other authorized district representative, in accordance with district procedures.

Delivery Equipment and Documentation

All vehicles delivering fuel must be equipped with accurate, state-inspected flow meters or, for deliveries exceeding 7,000 gallons, a certified rack delivery slip. For large deliveries, district personnel must visually verify the quantity. All deliveries must include proof of delivery signed by authorized BOCES or district personnel.

Automatic Deliveries

Where requested, the contractor shall provide automatic deliveries, including degree-day based deliveries, to ensure uninterrupted fuel supply throughout the contract period. Arrangements for automatic deliveries shall be made directly with the requesting district, and the contractor shall comply with any scheduling, volume, or timing requirements specified by the district.

Emergency and Scheduled Deliveries

The contractor shall maintain a 7-day, 24-hour emergency contact number and shall make emergency deliveries as quickly as possible in situations that impact safety or operations. All emergency deliveries must be completed within 24 hours of notification unless otherwise agreed with the district.

Fuel Handling and Delivery Procedures

The contractor shall take all necessary precautions to prevent contamination or cross-contamination of fuel during transport and delivery. Any tanker vehicle previously used to transport another petroleum product shall be properly cleaned and prepared prior to the delivery of fuel under this contract.

To prevent overfills, spills, and delivery discrepancies, the contractor shall verify tank levels before and after delivery and document such measurements on the delivery ticket at the time of delivery. All delivery tickets shall include the actual gallons delivered and shall be signed by authorized district or BOCES personnel when required by the participating district.

Fuel Sampling and Testing

Upon request, the contractor shall provide a fuel sample at the point of delivery prior to transfer into the storage tank. Dutchess BOCES and participating school districts reserve the right to

submit such samples to a qualified laboratory for testing to verify compliance with contract specifications, ASTM standards, and applicable laws and regulations.

If testing determines that the fuel does not comply with contract specifications or applicable standards, the contractor shall be responsible for all testing costs and shall coordinate with Dutchess BOCES or the participating district to promptly remove and replace the nonconforming fuel with compliant product.

Rejected Fuel

Any delivery not meeting bid specifications must be replaced within 24 hours. If the contractor fails to replace rejected fuel, BOCES or the participating district may purchase replacement fuel on the open market and charge the contractor for any additional costs incurred.

Damage, Spills, and Environmental Compliance

The contractor shall provide continuous monitoring at the point of fuel transfer and exercise the utmost care to prevent damage to Dutchess BOCES' or participating districts' property, including buildings, grounds, equipment, and landscaping. Any fuel spills shall be immediately contained, cleaned up, and reported in accordance with all applicable federal, state, and local laws and regulations.

The contractor shall be responsible for any resulting fines, penalties, remediation expenses, or cleanup costs arising from spills or damage caused by the contractor's employees, vehicles, equipment, or operations in connection with the delivery of fuel under this contract. Excess ordering by a district shall not relieve the contractor of these responsibilities.

The contractor shall maintain written fuel spill response procedures and ensure that delivery vehicles are equipped with appropriate spill containment and cleanup materials necessary for immediate response to minor spills during delivery operations.

Prevailing Wage Compliance

If any work performed under this contract is subsequently determined by Dutchess BOCES or an authority having jurisdiction to constitute public work under New York State Labor Law, the contractor shall comply with all applicable prevailing wage and related requirements, including the submission of certified payroll records, as required by law.

Contractor Performance & Deductions for Non-Compliance

If the contractor fails to provide required fuel deliveries or fails to respond to an emergency delivery request designated by Dutchess BOCES or a participating district, Dutchess BOCES reserves the right to obtain fuel from another source as necessary to maintain operations.

Any reasonable and documented additional costs incurred by Dutchess BOCES or a participating district as a result of the contractor's failure to perform in accordance with the contract requirements may be charged back to the contractor to the extent permitted by law.

The contractor shall remain responsible for damages caused by the contractor's negligence, improper delivery procedures, spills, contamination, or other failure to comply with the requirements of this contract.

Warranty

The contractor warrants that all #2 fuel oil supplied under this contract shall conform to all applicable bid specifications, ASTM standards, and all applicable federal, state, and local regulations. Fuel supplied shall be suitable for its intended use in heating equipment maintained by Dutchess BOCES and participating school districts.

The contractor further warrants that all fuel delivered under this contract shall be free from water, acid, grit, sediment, reclaimed oil, and other contaminants or foreign matter that may damage burners, tanks, fuel systems, or related equipment.

If fuel delivered under this contract is determined to be contaminated, off-specification, or otherwise noncompliant with the requirements of this bid, the contractor shall, at its expense:

- remove and replace the affected fuel,
- reimburse the District for reasonable testing costs if noncompliance is confirmed,
- and take reasonable corrective action to address impacts directly resulting from the nonconforming fuel.

Replacement fuel shall be provided within twenty-four (24) hours of notification unless otherwise approved by the District.

References

Bidders shall submit a minimum of two (2) references for #2 Fuel Oil supply services provided within the past three (3) to five (5) years. References should include the client name, contact person, telephone number, email address, and a brief description of the services provided.

Dutchess BOCES reserves the right to contact any references provided and to consider reference information in determining bidder responsibility. Failure to provide requested references may result in a determination that the bidder is non-responsible.

Usage Reports

The contractor shall provide Dutchess BOCES with semi-annual usage reports detailing the total gallons of #2 fuel oil delivered to Dutchess BOCES and each participating school district under this contract. Reports shall be submitted electronically to the Purchasing Agent within fourteen (14) days following the end of each six-month reporting period.

At a minimum, each report shall identify:

- The participating district;
- Total gallons delivered during the reporting period; and
- Total gallons delivered contract-to-date.

Failure to provide required usage reports may be considered in the evaluation of the contractor's performance and responsibility for future contract awards.

7. CONTRACT RETENTION & TERMINATION CONDITIONS

The following conditions govern the continued retention of any contract awarded under this RFB. Dutchess BOCES reserves the right to terminate the contract, in whole or in part, under the following:

Contract Retention

Dutchess BOCES reserves the right to retain the selected contractor for the full duration of the agreement, including any extensions, provided the contractor complies with all terms and conditions of the contract and performs in a satisfactory manner.

Termination for Cause

Dutchess BOCES reserves the right to terminate this contract, in whole or in part, for cause upon written notice to the contractor. Cause shall include, but not be limited to:

- Failure to perform services in accordance with contract requirements
- Repeated delays or failure to meet scheduled service timelines
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract, including failures described under Contractor Performance and Non-Compliance

Prior to termination for cause, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable period to cure the issue, as reasonably determined by the District. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination. Payment will be made only for work satisfactorily performed and accepted by the District prior to termination.

Termination for Convenience

Dutchess BOCES may terminate this contract at any time, for any reason, with at least thirty (30) days' written notice to the contractor. In such case, the contractor shall be compensated for services satisfactorily performed and accepted up to the effective date of termination. No compensation shall be due for anticipated profit, loss of future business, or work not yet performed unless otherwise required by law.

Effect of Termination

Upon termination, the contractor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall not be liable for any further obligations, penalties, or damages beyond payment for services accepted and rendered.

8. INSURANCE & COMPLIANCE REQUIREMENTS

The successful bidder shall maintain, at its own expense, the following insurance coverage throughout the contract term, including any extensions. All policies must be issued by insurers authorized to do business in New York State.

Required Coverage and Minimum Limits:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate: Includes premises & operations, products/completed ops, contractual liability, and independent contractors.
- Business Automobile Liability: \$1,000,000 per accident: Covers owned, leased, hired, and non-owned vehicles.

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- Workers' Compensation and Disability Insurance: As required by NYS Law.
 - Umbrella/Excess Liability: \$1,000,000 per occurrence and aggregate
Must apply over General and Auto policies.

Certificates of Insurance (COI):

- Must list Dutchess BOCES, 5 BOCES Rd, Poughkeepsie, NY 12601 as Certificate Holder.
- Must name Dutchess BOCES, its officers, agents, and employees as Additional Insureds on a primary and noncontributory basis for General Liability.
- Certificates must provide 30 days' prior written notice to Dutchess BOCES of cancellation, non-renewal, or material change.

Subcontractors:

If subcontractors are authorized, they must carry the same coverage and limits. The contractor is responsible for verifying and maintaining their compliance.

Continuous Coverage:

All required insurance policies must remain in full force and effect for the duration of the contract, including any authorized extension periods, without lapse or interruption.

Indemnification:

The contractor shall indemnify and hold harmless Dutchess BOCES, its officers, employees, and agents from any claims, damages, or causes of action arising from the contractor's acts or omissions.

9. DISPUTE RESOLUTION

Dutchess BOCES and the contractor agree to make a good faith effort to resolve any disputes arising under this contract through informal discussion. If a resolution cannot be reached within 120 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in New York State, and the decision of the arbitrator will be final and binding. Each party shall bear its own legal costs, and arbitration fees will be shared equally, unless otherwise directed by the arbitrator.

10. AWARD AND RESERVATION OF RIGHTS

The award of this contract shall be made to the lowest responsive and responsible bidder, optimizing quality, cost, and efficiency, in accordance with GML §103. In determining responsibility, Dutchess BOCES may consider factors including, but not limited to:

- Reputation and demonstrated ability to meet contract requirements
- Financial stability and legal standing
- Compliance history
- References

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity, responsiveness, and service feasibility. Failure

to demonstrate the ability to respond to District requests in a timely and professional manner may result in a determination of non-responsibility.

Dutchess BOCES reserves the right to increase or decrease estimated quantities, and to add or remove delivery locations within Dutchess BOCES and participating school districts, as needed. Estimated quantities are provided for bidding purposes only and do not represent a guarantee of purchase.

Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.

Conflicting Terms

In the event of a conflict between the General Terms and Conditions and the detailed Bid Specifications, the provisions of the Bid Specifications shall prevail.

Dutchess BOCES also reserves the right to resolve any ambiguity or conflict in the bid documents in the manner deemed most favorable to the agency as determined by the purchasing agent.

Timing

Dutchess BOCES reserves the right to make awards at any time within ninety (90) days following the bid opening. Bids may not be withdrawn during this period.

Multiple Awards

Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, by category, individual items, delivery region, specialty, or scope of services, in part or in bulk, when it is determined to be in the best interest of the District. Award determinations may be made to ensure adequate coverage, specialized capabilities, pricing advantages, or service efficiency. The District is not obligated to assign all work to any single awarded contractor and may issue purchase orders among multiple awarded vendors based on scope, specialty, availability, delivery location, or other operational considerations.

Participating districts may procure fuel from any awarded vendor based on their individual needs, including but not limited to location, service requirements, and vendor availability. Dutchess BOCES does not guarantee any minimum purchase volume to any awarded vendor.

Dutchess BOCES reserves the right to obtain fuel through other legally available procurement methods when determined to be in the best interest of the District.

11. PAYMENTS

The successful contractor shall bill each participating school district directly. Billing procedures may vary by district, and it is the responsibility of the contractor to obtain billing requirements in writing from each participating district.

No payment shall be made without an itemized invoice referencing a properly issued purchase order. The contractor acknowledges that services are not to be provided until and unless a valid purchase order has been received.

Each invoice shall clearly indicate:

- Date of delivery
- Delivery location
- Number of gallons delivered
- Posted rack price at time of delivery
- Contract margin and/or delivery charges shown separately
- Total price per gallon and total invoice amount

The contractor shall furnish proof of delivery for each transaction, signed by authorized district personnel or their designee.

Vendors may offer discounts for prompt payment (e.g., 5% 15, Net 45); however, Dutchess BOCES and participating school districts shall not be bound to any payment term shorter than forty-five (45) days.

Dutchess BOCES shall not be held liable for payment of any orders placed by, for, or to component districts or any other public agency ordering under a piggyback of this agreement. Each participating entity shall be responsible for its own purchases and payments.

NON-APPROPRIATION CLAUSE

This contract is subject to the availability of funds. Dutchess BOCES shall not be liable for any purchase or contract for which funds are not appropriated or encumbered. Payment is authorized only upon issuance of a valid purchase order. In the event funding is withdrawn or a purchase order is canceled, Dutchess BOCES shall be liable only for documented costs incurred up to the date of cancellation and shall not be responsible for lost profits, restocking fees, or future damages.

Delays in the adoption of budgets by Dutchess BOCES or participating school districts shall not invalidate this contract but may delay the issuance of purchase orders and the timing of deliveries.

Force Majeure

Neither party shall be liable for delays or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, severe weather, war, terrorism, labor disputes, epidemics, pandemics, governmental actions, transportation disruptions, fuel shortages, or other events that could not reasonably be anticipated or avoided.

The affected party shall provide prompt notice of the force majeure event and shall resume performance as soon as reasonably possible. This provision shall not relieve the contractor of the obligation to make reasonable efforts to minimize interruptions in service.

Eligible School Districts

Use of this bid and any resulting award is limited to those school districts who are members of the Dutchess BOCES Cooperative Purchasing CoSer. Any other school district wishing to utilize this bid must first arrange for a cross-contract through Dutchess BOCES.

The following districts are members of the Purchasing CoSer and are eligible to purchase items from this bid:

Dutchess County BOCES
5 BOCES Road
Poughkeepsie, NY 12601-6599

Arlington Central Schools
144 Todd Hill Road
LaGrangeville, NY 12540

Poughkeepsie City Schools
11 College Avenue
Poughkeepsie, NY 12603

Beacon City Schools
10 Education Drive
Beacon, NY 12508

Red Hook Central Schools
9 Mill Road
Red Hook, NY 12571

Dover Union Free Schools
2368 Route 22
Dover Plains, NY 12522

Rhinebeck Central Schools
P.O. Box 351
Rhinebeck, NY 12572

Hyde Park Central Schools
PO Box 2033
Hyde Park, NY 12538

Spackenkill Union Free Schools
15 Croft Road
Poughkeepsie, NY 12603

Millbrook Central Schools
PO Box AA – Alden Place
Millbrook, NY 12545

Wappingers Central Schools
25 Corporate Park Drive
Hopewell Junction, NY 12533

Pawling Central Schools
515 Route 22
Pawling, NY 12564

Webutuck Central Schools
194 Haight Rd. - PO Box 405
Amenia, NY 12501

Pine Plains Central Schools
2829 Church Street
Pine Plains, NY 12567

CERTIFICATIONS REQUIRED FOR PROPOSAL SUBMISSION

Instructions

The following certifications are required by New York State law and/or Dutchess BOCES policy. This packet must be completed in full, signed where indicated, and returned with your bid or proposal. Failure to return a properly completed packet may result in your submission being deemed non-responsive.

Included Certifications

- General Terms and Conditions (2 pages)
- Bidder Responsibility Questionnaire (Please include any additional information as appropriate as well as this form) (1 page)
- Non-Collusive Bidding Certification (GML §103-d) (1 page)
- Iran Divestment Act Compliance Certification (1 page)
- Sexual Harassment Policy Compliance Certification (1 page)
- Conflict of Interest Disclosure Statement (1 page)

All certifications in this packet must be completed and returned for every formal solicitation

The following general conditions apply to all proposal submissions and will govern the interpretation and administration of this solicitation. If general terms listed here are inconsistent with terms of the formal solicitation scope, the terms of the formal solicitation scope supersede these general terms.

- a. The bidding documents and any resulting contract shall be governed by and construed in accordance with the laws of the State of New York.
- b. Once Dutchess BOCES has opened proposals, there can be no changes to price or terms outside of legally permitted items. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- c. Facsimile, telephone, or verbal proposal or any modifications of proposal documents will NOT be accepted or considered.
- d. Vendors may not alter the proposal documents. Any requested modifications must be submitted in a separate document with the proposal. Dutchess BOCES reserves the right to deem such proposals non-responsive.
- e. Bids received after the time stated for the proposal opening date in the Notice to Vendors will NOT be considered. The vendor retains all responsibility for proper timely submission.
- f. Dutchess BOCES will interpret the submission of a proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- g. Vendors on the NYS Labor Department or Workers' Compensation Debarment Lists are ineligible for award. By submitting a proposal, the vendor affirms that they are in good standing with both agencies as of the proposal date.
- h. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- i. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, if determined to be in the best interest of Dutchess BOCES. Dutchess BOCES may also reject proposals and purchase services under an existing County or New York State contract if such services are available on equivalent terms, at a lower price.
- j. Selection of the awarded proposal will be made in accordance with New York General Municipal Law §103 and all other applicable laws and regulations, on either a lowest responsible bidder or best value basis, as specified in the solicitation..
- k. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract's requirements at their proposal price.
- l. Prices, and all required information, except signature of proposer, should be typewritten or printed for legibility. All signatures must be written.
- m. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted proposal. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- n. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- o. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power

- to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.
- p. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.
 - q. This contract may be made available to other political subdivisions in accordance with GML §103(16), subject to mutual agreement. This practice, commonly referred to as “piggybacking” is subject to the vendor’s approval of the other entity to purchase under this contract and the terms and conditions remain intact if authority is granted. Dutchess BOCES assumes no responsibility for payment or other obligations of any other entity allowed to purchase under this "piggybacking" clause.
 - r. Contractor personnel performing work under this agreement may be required to submit to criminal background checks in accordance with the SAVE Act and Education Law §305(30).
 - s. Dutchess BOCES reserves the right to request additional documentation or clarification from proposers as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet contract requirements may result in a determination of non-responsibility.
 - t. Dutchess BOCES reserves the right to reject any or all proposals, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District, in accordance with New York State General Municipal Law §103.
 - u. All materials submitted in response to this RFP shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law § 84–90. By submitting a proposal, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL. Proposal submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies. Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

These General Terms apply to all solicitations unless otherwise modified. In the event of any conflict between these General Terms and the specific terms set forth in the Request for Proposal (RFP) or Request for Bid (RFB), the terms of the specific solicitation shall control.

Company:	
Title:	
Signature:	
Name:	
Date:	

Non-Collusive Bid Certification

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every vendor:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any 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.

Company:	
Title:	
Signature:	
Name:	
Date:	

Note: The following is a summary of the legal effect of this certification, provided for informational purposes.

- If the certification above is not completed, **the bid cannot be considered for award.**
- If a bidder cannot make the certification, they must attach a signed statement explaining why. The purchasing official may decide if the bid can still be accepted.
- Corporate bidders are considered to have their **board's authorization** to sign and submit the bid, including this certification.
- Simply having published price lists or selling items at the same prices to others **does not count as collusion.**

IRAN DIVESTMENT ACT CERTIFICATION

**Pursuant to New York State Finance Law §165-a
(the “Iran Divestment Act of 2012”)**

By submitting 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.

As a condition of submitting a bid or bid to Dutchess BOCES, the undersigned further certifies, under penalty of perjury, the following:

The bidder will not utilize any subcontractor or affiliate that is identified on the Prohibited Entities List to perform work under this contract.

The bidder certifies that no funds received from Dutchess BOCES will be used to conduct or support activities in violation of the Act.

If the bidder is unable to make the above certification, the bidder must provide a detailed written explanation of the circumstances.

Bidder Certification (Check One):

- I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act.
- I cannot certify compliance. An explanation is attached.

Company:	
Title:	
Signature:	
Name:	
Date:	

Sexual Harassment Prevention Certification

State Finance Law §139-I requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

By submission of this bid, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party thereto certifies its own organization, under penalty of perjury, that the vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor Law.

The signature below certifies its compliance with State Finance Law §139-I.

Company:	
Title:	
Signature:	
Name:	
Date:	

This form must be signed by an authorized executive or legal representative.

If the vendor cannot make the above certification, they must attach a written statement with their bid detailing the reasons (Failure to certify may render this bid non-responsive):

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

A. No affiliations or financial interests exist between myself and any segment of Dutchess BOCES or any employee, board member or elected official of Dutchess BOCES.

Company:	
Title:	
Signature:	
Name:	
Date:	

B. An affiliation or financial interest exists with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Explain Here:

Company:	
Title:	
Signature:	
Name:	
Date:	

Estimated Usage & Participating Districts

The estimated quantities provided below are based on information supplied by participating districts and/or historical usage data available at the time of bid issuance. Quantities are provided for informational and bid evaluation purposes only and do not constitute a guarantee of purchase.

Actual quantities purchased under this contract may vary based on weather conditions, operational needs, interruptible gas service usage, building occupancy, participation levels, conservation measures, or other factors.

The contractor shall furnish all #2 fuel oil required by Dutchess BOCES and participating school districts during the contract term, regardless of whether actual quantities are greater or less than the estimates provided.

Dutchess BOCES reserves the right to add or remove participating districts, delivery locations, or estimated quantities during the term of the contract as operational needs require.

Participating District	Estimated Annual Usage (Gallons)
Arlington Central School District	160,000
Beacon City School District	TBD
Dover Union Free School District	117,530
Dutchess BOCES	72,501
Hyde Park Central School District	197,000
Millbrook Central School District	75,000
Pawling Central School District	65,000
Pine Plains Central School District	20,000
Poughkeepsie City School District	TBD
Red Hook Central School District	TBD
Rhinebeck Central School District	TBD
Spackenkill Union Free School District	TBD
Wappingers Central School District	TBD
Webutuck (Northeast) Central School District	40,000

Some participating districts may utilize interruptible gas service at certain facilities and may require increased quantities of #2 fuel oil during periods of gas interruption.