

# FUEL BID GVBOCES 25-M

**Documents Included:  
Legal Notice to Bidders  
Instructions to Bidders  
General Specifications  
Exhibit A, B and C  
Appendix A  
Appendix B  
And  
Schedule 1 - Bid Forms Packet**

**\*\*New Terms and Conditions: Section 15 - Payment\*\***

**Bids to be Opened: May 16, 2024**

**Time: 9:30 am**

**Place: Genesee Valley BOCES  
Cooperative Bidding  
80 Munson Street  
LeRoy, NY 14482**

**Please note regarding Emergency Closing:**

In the event that the LeRoy Services Center located at the address above is closed due to an emergency closing such as inclement weather, the bid opening will be held on the next business day at the same time noted in this bid; bids will be received until this time. However, emergency closings will not affect electronic bid submission date.

Vendor # \_\_\_\_\_  
(GVBOCES USE ONLY)

**Management Services**

LeRoy Services Center  
80 Munson Street  
LeRoy, New York 14482  
(585) 344-7900  
(585) 658-7900

Genesee-Livingston-Steuben  
Wyoming Board of Cooperative  
Educational Services

[WWW.GVBOCES.ORG](http://WWW.GVBOCES.ORG)

- Alexander
- Attica
- Avon
- Batavia
- Byron-Bergen
- Caledonia-Mumford
- Dansville
- Elba
- Geneseo
- Keshequa
- LeRoy
- Letchworth
- Livonia
- Mount Morris
- Oakfield-Alabama
- Pavilion
- Pembroke
- Perry
- Warsaw
- Wayland-Cohocton
- Wyoming
- York

**Board of Cooperative Educational Services  
Genesee-Livingston-Steuben-Wyoming Counties**

**LEGAL NOTICE TO BIDDERS**

The Board of Cooperative Educational Services of Genesee -Livingston-Steuben-Wyoming Counties in the Village of Le Roy, (In Accordance with Section 103 of Article 5 - A of General Municipal Law) hereby invites the submission of Sealed Bids for:  
**Fuel GVBOCES 25-M.**

All bid documents for **sealed bid submission** may be obtained by emailing the Cooperative Bidding Office at: [coopbidding@gvboces.org](mailto:coopbidding@gvboces.org), or go to our website: [www.gvboces.org](http://www.gvboces.org) (Locate “Services and Management” tab, then “Services” tab, then “Cooperative Bidding”, and select appropriate bid name). **Sealed Bids** will be accepted until 9:30 am, on May 16, 2024 at the Genesee Valley BOCES, 80 Munson Street, LeRoy, NY 14482.

All bid documents for **electronic bid submission** may be obtained at: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces) **Electronically submitted bids** need to be uploaded to BidNet Direct: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces) by 9:30 am, on May 16, 2024. Online bidding system closes at exactly 9:30 am. Please allow sufficient time to upload your documents. Late submittals will not be accepted.

Bid documents obtained from any other source are not considered official copies.

All bid submissions will be publicly opened and read beginning at 9:30 am.

**The Board reserves the right to reject any and all bids.**

By: Christine Ceru

Date: April 25, 2024

**Board of Cooperative Educational Services  
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**INSTRUCTIONS TO BIDDERS**

**These instructions shall be part of the bid specifications. Failure to read and understand all the instructions and specifications in the bid will not exempt an awarded vendor from compliance with those instructions and specifications.**

1. Read all bid documents contained in this package to ensure bid compliance including Schedule 1 – Bid Forms Packet.
2. Copies of bid documents may be obtained through the Cooperative Bidding Office located at 80 Munson Street, Le Roy, NY 14482 or our website: [www.gvbores.org](http://www.gvbores.org). Bid documents for electronic submission can be obtained at: [www.bidnetdirect.com/genesee-valley-bores](http://www.bidnetdirect.com/genesee-valley-bores) Bid documents obtained from any other source are not considered official copies.
3. All submitted documents shall remain the property of GV BOCES. Each bidder only needs to include completed pages from Schedule 1 – Bid Forms Packet with their bid submission.
4. No discounts for total award will be considered.
5. No shipping, delivery, handling or fuel surcharges allowed.
6. District contact information is provided on Exhibit A.
7. Prices given by the vendor in this bid document shall be binding for the following contract period; July 1, 2024 through June 30, 2025.
8. Provide catalogs and/or access to online catalog.
9. Each bidder must state that no officer of GV BOCES or member of the Board is directly or indirectly interested in the proposal. A BID PROPOSAL CERTIFICATIONS form is included in Schedule 1 and becomes part of this bid proposal. Failure to sign this statement may constitute grounds for rejection of bid.
10. **For all bids being submitted as a hard copy (hand delivered or mailed) the following applies:**
  - a. All submitted documents **must be completed in ink (no pencil)**.
  - b. Any information hand written by the vendor must be clear and legible, including pricing. Failure to comply could result in rejection of bid.
  - c. Signatures are required where indicated on all forms. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
  - d. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. Samples must be clearly labeled with bidder's name, bid title and bid item number.
  - e. Complete the forms included in Schedule 1 – Bid Forms Packet:
    - i. Bidder's Company Information & Signature Page
    - ii. Bid Proposal Certification
    - iii. Iran Divestment Act Certification
    - iv. Bidder's Customer References
    - v. Catalog/Item Discounts Bid Offering
    - vi. Non-Bidders Response Form (only if applicable)
    - vii. W-9 – Complete with signature and date
    - viii. Bid Request Compilation and Vendor Response Form - page 1 – 1
      - **If an item is not being bid, it must be marked No Bid. Do not leave any unit cost field blank.** Failure to comply could result in rejection of bid.
  - f. For all bids being submitted as a hard copy (hand-delivered or mailed), **DO NOT** use the excel file found on BidNet Direct. For hard copy bids, you must use the Bid Request Compilation and Vendor Response Form included in the pdf version of the bid document found on our website: <https://www.gvbores.org> Failure to comply could result in rejection of bid.
  - g. To submit a bid, return all the completed items listed in #10 e. above in a sealed envelope labeled with the bid title, bid number, bid opening date and time, bidder's name, and bidder's address to:  
Genesee Valley BOCES  
Attn: Christine Ceru  
80 Munson Street  
LeRoy, NY 14482
  - h. All bids received after the time stated in the Legal Notice to Bidders will not be considered and will be returned unopened to the bidder. The envelope will be marked with the date and time of receipt and returned to the vendor, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of GV BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having the bid deposited on time at the place specified.

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11. For all bids being submitted electronically through BidNet Direct the following applies:
- a. All bid forms included in Schedule 1 – Bid Forms Packet must be uploaded to: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces) in order to be submitted electronically.
  - b. The Vendor Bid Response excel file must be uploaded to: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces). See Exhibit B for submission instructions. Failure to comply with submission instructions could result in rejection of bid.
  - c. If any information on the forms that are required to be uploaded are hand written by the vendor, they must be clear and legible. Failure to comply could result in rejection of bid.
  - d. Signatures are required where indicated on all forms being uploaded. Electronic signatures are acceptable. An electronic signature shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature. Printed or typewritten signatures are not acceptable.
  - e. Prior to bid opening, if samples are requested, mail them to: Cooperative Bidding Office, 80 Munson St.; LeRoy, NY 14482. Samples must be clearly labeled with bidder's name, bid title and bid item number.
  - f. Complete the forms included in Schedule 1 – Bid Forms Packet:
    - i. Bidder's Company Information & Signature Page
    - ii. Bid Proposal Certification
    - iii. Iran Divestment Act Certification
    - iv. Bidder's Customer References
    - v. Catalog/Item Discounts Bid Offering
    - vi. Non-Bidders Response Form (only if applicable)
    - vii. W-9 – Complete with signature and date
  - g. For all bids being submitted electronically through BidNet Direct, **YOU MUST** use the Vendor Bid Response excel file only found on BidNet Direct. When completed, the excel file must be uploaded to: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces)
  - h. To submit a bid, upload all the required items listed in #11 f. and the excel file required in #11 g above.
  - i. Online bidding system closes at exactly the time stated in the Legal Notice to Bidders. Please allow sufficient time to upload your documents. Late submittals will not be accepted. Any emergency closings will not affect electronic bid submission date.

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**GENERAL SPECIFICATIONS**

**This is a cooperative bid involving a number of our component school districts. By signing and submitting this bid for consideration by Genesee Valley BOCES (hereinafter called 'GV BOCES'), the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented, without reservation or alteration.**

1. GENERAL BID CONDITIONS

- a. It shall be understood that a bidder may submit only one bid for each line item and only one bid package for award consideration. Submission of more than one bid per item or more than one bid package shall be deemed collusion and that all bids received from the submitting bidder shall be rejected. It shall also be understood that substitute items will be evaluated; however, only one substitute line item will be accepted per item. Any additional substitute line items submitted will be rejected and not considered for bid award.
- b. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. For any bid responding as a hard copy submission, every request for such interpretation shall be in writing, to the Purchasing Agent, not less than five (5) days prior to the date of the bid opening. For any bid responding electronically, go to the "Question Acceptance Deadline" section in BidNet Direct to enter your question by the date indicated. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by GV BOCES in the form of an addenda to the specifications. Any addenda so issued shall become part of the bid document.
- c. Units of Measure and container sizes are important. An awarded vendor will be held to their pricing provided for the unit of measure and container sizes specified unless the vendor modifies the unit of measure or container size when completing their bid document.
- d. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
- e. For hard copy bid submissions, the Bidder must insert the unit cost and the extensions for each line item in the bid. For electronic bid submissions, the Bidder must insert the unit cost in the appropriate column; either column G (Unit Cost) or column L (Subs Unit Cost). Extensions will calculate automatically.
  - i. For hard copy submission type, if an item is not being bid, it must be marked No Bid in the "Unit Price" column. For electronic submission type, it must be marked No Bid in Column I labeled "Vendor Catalog Number" and 0.00 should be entered in the "Unit Cost" column. Do not leave any unit cost field blank with either submission type. Failure to comply could result in rejection of bid.
  - ii. In the event of a discrepancy between the unit cost and the extension, the unit cost will govern. Prices shall be extended in decimal, not fractions.
- f. GV BOCES does not offer or supply anyone with the list of vendors that have obtained a copy of the bid specifications or any cost estimates for a project prior to the opening of the bid. No exceptions are made to this policy.
- g. GV BOCES reserves the right to allow all municipalities, political sub-divisions of New York State and not-for-profit organizations authorized under the General Municipal Law of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100-104. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between GV BOCES and the vendor.

Any necessary deviations from the bid specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points, shall be resolved between the successful bidder and the other municipalities, political sub-divisions of New York State or not-for-profit organizations.
- h. In accordance with New York State General Municipal Law, GV BOCES will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold GV BOCES harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the issuance of a purchase order by GV BOCES or our participating component districts.

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Issuance of a purchase order by GV BOCES or our participating component districts indicates that they currently have and have set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by their Board is not in and of itself a binding contract with GV BOCES or our participating component districts.

Should it become necessary for GV BOCES or our participating component districts to cancel a project or purchase after a purchase order has been issued, GV BOCES and our participating component districts will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

### **2. ACCEPTANCE OR REJECTION**

- a. Any deviation from the adherence to these specifications may exclude the bidder from consideration.
- b. Awards will be made as soon as practical after bid opening. The Board reserves the right to reject or waive all informalities in any bid received, and to reject all bids and re-advertise if such procedure is in the best interest of GV BOCES. Bids offering terms other than those contained in the specifications may be rejected.

### **3. AWARD**

- a. Various brand names that may be mentioned in these specifications are given to establish a standard of quality. It is not our intent to limit awards to any one brand, but rather to set a standard and establish a basis for equality. However please note, there may be item(s) that clearly are stated no substitutes will be accepted.
- b. If two or more bidders submit identical bids as to price, quality, etc., the decision of the Board to award a contract to one of such identical bidders shall be final.
- c. The successful bidder(s) shall supply all guarantees, service warranties and manuals where applicable.
- d. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- e. Notice of Award shall be made to the successful bidder within ten (10) days from the date of the Board action.
- f. GV BOCES reserves the right to award by item, by sub-category, or by total, whichever is in their best interest.
- g. The award, if made, can be expected by June 30, 2024.

### **4. BID SECURITY**

- a. If the supplies, materials or equipment are to be delivered over an extended period of time, or if the specifications so state, the successful bidder may be required to execute an agreement in relation to the performance of such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to ten percent (10%) of the contract to guarantee faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The surety company furnishing each performance bond shall be authorized to do business in the State of New York and must be satisfactory to GV BOCES or our participating component districts.

### **5. CATALOG/WEBSITE INSTRUCTIONS**

- a. Bidders must supply with their bid packet, either access to their online catalog (including login/password if needed to access catalog items) or one (1) hard copy of their current catalog(s). These will be used in the analysis of the bid submitted. Bidders who do not submit these required items may be considered non-responsive.

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6. CONTRACT

- a. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
- b. Termination for Convenience: GV BOCES, by 30 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of GV BOCES and our participating component districts. If this contract is so terminated, GV BOCES and our participating component districts shall be liable only for payment in accordance with the payment provisions of this contract for services rendered and/or supplies received prior to the effective date of termination.
- c. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing lists for future proposals for an indeterminate period.
- d. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of GV BOCES.
- e. Provided it is mutually agreeable between the vendor and GV BOCES, on behalf of our participating component districts, the contract prices may be extended beyond the expiration date of the contract period.
- f. Unless otherwise specified, a notice to the successful bidder by the issuance of purchase orders along with the specifications and bid offer to the bidder will constitute and create a contract. The Board reserves the right to hold all bids for forty-five (45) days subsequent to the opening of bids for examination and consideration.
- g. A contract shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of this bid. Contracts shall bind GV BOCES and our participating component districts on its part to order from the successful bidder and to pay the contract prices for all items ordered and delivered.
- h. In the event the successful bidder is unable to contractually honor an awarded bid price for a specific item, GV BOCES will be obligated to rescind said item. GV BOCES and our participating component districts reserve the right to purchase that rescinded bid item according to their district purchasing policy.
- i. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by GV BOCES and our participating component districts, or fails to make replacement of rejected articles, GV BOCES and our participating component districts may purchase from other sources to take the place of the item rejected or not delivered. GV BOCES and our participating component districts reserve the right to authorize immediate purchase from other legally available sources against rejections on any contract when necessary.

7. ESTIMATED QUANTITIES

- a. All items awarded are available to be purchased by all participants, whether or not quantities were estimated by a district for any item.
- b. The participants reserve the right to purchase items from any other bids allowable under New York State General Municipal law, including but not limited to New York State contracts should doing so result in savings for the district.
- c. Any quantities shown on the Bid Request Compilation and Vendor Response Form (hard copy) or Vendor Bid Response excel file (electronic excel file) are estimates only. GV BOCES solicits your bid on a "more-or-less" basis: i.e., the prices bid by you shall apply whether or not GV BOCES or our participating component districts order more or less of any of the quantities shown. GV BOCES does not guarantee the quantities to be ordered. The award decision will be based on vendor responses and those responses which are in the best interest of GV BOCES and our participating component districts.

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8. EXCESSIVE DELAY

- a. It is expected that the delivery of items will be received by the ordering district within thirty (30) days from receipt of order by the vendor. If delivery by the vendor is delayed by more than fifteen (15) business days after the thirty (30) day delivery time frame, the ordering district reserves the right to terminate the order of any or all undelivered units.

9. INVOICES

- a. Invoices presented must be specific to the participant that issued the purchase order and must be accurate, noting Purchase Order number, name of item, item number, quantity shipped, bid pricing per unit and extended cost, and all credits due. Credits must reference original invoice. Early payment discount option should be noted on invoices. Inaccurate invoices will not be considered for payment until correct and payment terms will be applicable from the date the accurate invoice is received. Payment of invoices is the responsibility of the participant that issued the purchase order.

10. ORDERING

- a. No minimum order shall be required. Purchase orders will be issued by individual participants for actual quantities needed.
- b. GV BOCES and our participating component districts will purchase by item, by groups, or by total, whichever is in their best interest.
- c. No legal or financial obligations to vendors are created or implied by the participation in this bid.

11. SAFETY DATA SHEETS (SDS)

- a. An SDS must accompany each shipment of all required items as established by the New York State Right to Know Law, enacted in 1970, and the Federal Communication Standard enacted in 1983. Vendors that fail to comply will not be considered for future bids.

12. MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS

- a. GV BOCES, in an attempt to encourage and promote participation from all vendor sources, and in accordance with General Municipal Law 103, advertises our legal bid notices in the official newspaper(s) of GV BOCES. Furthermore, when dictated by a source of funding, GV BOCES will make every effort to meet any additional MWBE requirements of said funding sources. GV BOCES will take all necessary affirmative steps as outlined by the funding source to assure that minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible.

13. NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- a. Please see Appendix A for Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, 200.326 Contract Provisions.

14. PACKAGING AND DELIVERY

- a. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
- b. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
  - i. Contract number and/or Purchase Order Number
  - ii. Description of item
  - iii. Item number (if applicable)
  - iv. Quantity
- c. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
- d. The successful bidder shall be responsible for the delivery of items in good condition. If a delivery is not



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received in good condition, the receiving school district will notify the successful bidder of the situation. The successful bidder agrees to remove and replace any visibly damaged cartons and all products found damaged upon opening or products that do not meet specifications. The successful bidder agrees to make good any discrepancies or errors found in receiving such as incorrect amounts, etc. Failure by the successful bidder to remove damaged or incorrect products within thirty (30) days of delivery will be regarded as abandonment and the district will have the right to dispose of said items as it sees fit.

- e. **No shipping, delivery, handling or fuel surcharges allowed.**
- f. Delivery must be made in accordance with the proposal and specifications. The total order is to be delivered to the following locations. (See Exhibit "A" for district contact information).
- g. Unloading and placing of the supplies is the responsibility of the successful bidder, and the school districts accept no responsibility for unloading and placing of supplies. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to them. No help for unloading will be provided by the school district and supplier should notify their truckers accordingly. All supplies will be unloaded adjacent to the drop-off point and inside the building.
- h. If the supplies, materials, or equipment cannot be received during the period of time specified, alternate delivery dates may be provided by specific itemization as noted on district purchase orders and will be honored by the successful bidder and school districts.

### 15. PAYMENTS

- a. Orders will be processed for payment when all items on a purchase order have been received in good order. Per GV BOCES policy, no partial payments will be made. Participating school districts will process payments per their District Purchasing Policy.
- b. ACH Payments – In addition to payment by check, the awarded vendor will accept payment from districts via the Automated Clearing House (ACH). Any district who selects the ACH payment option will provide the awarded vendor an authorization form to be completed and submitted by the vendor to the district.

### 16. PURCHASING

- a. Purchases made by GV BOCES and our participating component districts are not subject to New York State sales tax or federal taxes. A letter from the New York State Department of Taxation and Finance detailing the tax status will be provided to awarded vendors upon request.

### 17. RETURNS

- a. If the item or items called for in these specifications are delivered and fail to meet specifications in any respect, the bidder will be notified and will arrange for their removal at no expense to the district. If items are not removed, arrangements will be made to have these items removed at the expense of the awarded vendor.

### 18. ROYALTIES AND PATENT RIGHTS

- a. The successful bidder shall defend GV BOCES against all suits or claims for infringement of patent rights concerning materials delivered and shall save GV BOCES harmless from loss thereof.

### 19. SAMPLES

- a. GV BOCES reserves the right to request a sample of any item bid prior to the award. Samples are required where indicated. If the sample is not in accordance with the requirements of the specification, GV BOCES may reject the bid.
- b. Samples must be furnished free of charge and received prior to bid opening. Samples must be clearly labeled with bidder's name, bid title and bid item number.
- c. GV BOCES will not be responsible for any samples destroyed or mutilated by examination or testing.
- d. Samples not awarded can be returned at the bidder's expense, if bidder desires their return and provides a

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prepaid mailing label with samples. If bidder does not indicate the return of samples, GV BOCES shall consider samples as abandoned and shall have the right to dispose of them as its own property.

- e. Awarded samples will be held for comparison with deliveries.

20. SAVINGS CLAUSE

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

21. SUBSTITUTES

- a. GV BOCES reserves the right to accept reasonable substitutes for specified items as long as such substitutions in no way affect the performance of the item for which the bid has been requested and pricing remains the same. **It is the responsibility of the bidder to notify GV BOCES when offering such substitutions in the bid.**

22. SUPPORT CLAUSE

- a. An important component of any successful contract and bid is readily available support to deal with issues, concerns or problems. The inability of a potential bidder to comply with this requirement may result in disqualification of the potential bidder.

23. UNRESOLVED COMPLAINTS

- a. An awarded vendor and participant shall use best efforts to resolve any dispute between them. Both the district(s) and the awarded vendor will submit unresolved complaints in writing to the Genesee Valley BOCES bid coordinator within four (4) days of occurrence. The Coordinator will maintain a file of all complaints that are submitted from districts and vendor, including those resolved or unresolved. Genesee Valley BOCES reserves the right to consider these as part of a vendor performance evaluation.

24. GUARANTEES BY THE SUCCESSFUL BIDDER

- a. The successful bidder guarantees:
  - i. Products are guaranteed against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - ii. To furnish adequate protection from damage for all work and to repair damages of any kind for which successful bidder or successful bidder's employees are responsible.
  - iii. That the equipment/product delivered is standard, new, latest model of regular stock product or as required by specifications; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - iv. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one-year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

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<b>Bidding Contact List</b>				
<b>Exhibit A</b>				
<b>Bid Category: Fuel</b>				
<b>District Name</b>	<b>District Address</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Email</b>
Alexander Central School	3314 Buffalo St. Alexander, NY 14005	Adam Richley	585-591-1551 x2131	<a href="mailto:arichley@alexandercsd.org">arichley@alexandercsd.org</a>
Attica Central School	3338 East Main St. Attica, NY 14011	Ralph Marvin	585-591-2107	<a href="mailto:atticabus@aol.com">atticabus@aol.com</a>
Avon Central School	191 Clinton St. Avon, NY 14414	Kristen Murphy	585-226-1701	<a href="mailto:kmurphy@avoncsd.org">kmurphy@avoncsd.org</a>
Batavia City Schools	260 State St. Batavia, NY 14020	Chad Bliss	585-343-2480 x1002	<a href="mailto:cbliss@bataviacsdsd.org">cbliss@bataviacsdsd.org</a>
Byron-Bergen Central School	6917 West Bergen Rd. Bergen, NY 14416	Transportation Dpt	585-494-1220 x5112	<a href="mailto:transportation@bbschools.org">transportation@bbschools.org</a>
Caledonia-Mumford Central School	99 North St. Caledonia, NY 14423	Jeremy Nardone	585-538-3401	<a href="mailto:jnardone@cal-mum.org">jnardone@cal-mum.org</a>
Dansville Central School	337 Main St. Dansville, NY 14437	Kurt Gerould	585-335-4000 x2305	<a href="mailto:gerouldk@dansvillecsd.org">gerouldk@dansvillecsd.org</a>
Elba Central School	57 South Main St. P.O. Box 370 Elba, NY 14058	Andy Reeb	585-757-9967 x1032	<a href="mailto:areeb@elbacsd.org">areeb@elbacsd.org</a>
Geneseo Central School	4050 Avon Rd. Geneseo, NY 14454	Jay Ballard	585-243-3450 x4900	<a href="mailto:jayballard@geneseocsd.org">jayballard@geneseocsd.org</a>
Keshequa Central School	P.O. Box 517 Nunda, NY 14517	Leon Babcock	585-468-2900 x5002	<a href="mailto:lbabcock@keshequa.org">lbabcock@keshequa.org</a>
Letchworth Central School	5550 School Rd. Gainesville, NY 14066	Ashley Carmichael	585-493-2828	<a href="mailto:acarmichael@letchworth.k12.ny.us">acarmichael@letchworth.k12.ny.us</a>
Letchworth Central School	200 N. Main St. Perry, NY 14530	Ashley Carmichael	585-493-2828	<a href="mailto:acarmichael@letchworth.k12.ny.us">acarmichael@letchworth.k12.ny.us</a>
Livonia Central School	P.O. Box E Livonia, NY 14487	Jennifer Leidlein	585-346-4000 x4004	<a href="mailto:jleidlein@livoniacsdsd.org">jleidlein@livoniacsdsd.org</a>
Mt. Morris Central School	30 Bonadonna Ave. Mt. Morris, NY 14510	Michel Cox	585-658-5020	<a href="mailto:mcox@mtmorriscsd.org">mcox@mtmorriscsd.org</a>
Oakfield-Alabama Central School	7001 Lewiston Rd. Oakfield, NY 14125	Joshua Luxon	585-948-5211	<a href="mailto:jluxon@oahornets.org">jluxon@oahornets.org</a>
Pavilion Central School	7014 Big Tree Rd. Pavilion, NY 14525	Tom Hart	585-584-9980	<a href="mailto:thart@pavilioncsd.org">thart@pavilioncsd.org</a>
Pembroke Central School	P.O. Box 308 Corfu, NY 14036	Donna Hackett	585-599-4859 x2971	<a href="mailto:dhackett@pembrokecsd.org">dhackett@pembrokecsd.org</a>
Wayland- Cohocton Central School	2350 Route 63 Wayland, NY 14572	Adam Button	585-728-2212	<a href="mailto:abutton@wccsk12.org">abutton@wccsk12.org</a>
York Central School	P.O. Box 102 Retsof, NY 14539	Tracey Proctor	585-243-1730 x2802	<a href="mailto:tproctor@yorkcsd.org">tproctor@yorkcsd.org</a>
Genesee Valley BOCES	80 Munson St. LeRoy, NY 14482	Matt DellaPenna	585-344-7591	<a href="mailto:mdellapenna3@gvboces.org">mdellapenna3@gvboces.org</a>
Please Note: The Delivery Address will be per the District Purchase Order				

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**Exhibit B  
Instructions for the Submission of Electronic Bid Forms**

1. BidNet Direct is the electronic platform Genesee Valley BOCES is utilizing for the electronic bid process.
2. Free vendor registration is required to view the bid documents. You can register to become a bidder online at [www.BidNetDirect.com](http://www.BidNetDirect.com) If you have trouble with the website or vendor registration, please contact BidNet Direct Vendor Support Department at 1-800-835-4603 option 2.
3. The Vendor Bid Response excel file and Schedule 1 – Bid Forms Packet are available to download on the website: [www.bidnetdirect.com/genesee-valley-boces](http://www.bidnetdirect.com/genesee-valley-boces)
4. The Vendor Bid Response excel file shall be completed electronically and uploaded back to the same platform in the same format.
  - a. Do not password protect the excel file.
  - b. E-mailed or faxed responses are not acceptable.
5. Failure to follow **all** the submission instructions for the Vendor Bid Response excel file, could result in rejection of bid.
6. The bidder shall not alter the excel file in any manner except for modifying column widths. Do not delete any columns or rows. Any change in the electronic format will prevent the file from being read by the bid evaluation software and therefore may result in the rejection of the bid submission.
7. Bidder must insert the price per unit as specified in the excel file. Please do not enter anything but the price in the unit cost or subs unit cost column (no letters, part numbers, etc.).
8. It is **critical** to pay attention to the units of measure that are specified per item in the excel file. If the bidder is bidding an item that does not meet the exact specifics of a line item, such as unit of measure, item size and/or quantity per package, make sure to follow the instructions below in #14 for bidding item not as specified.
9. Please refer to Exhibit C for examples of entering information into the excel file.
10. Only fields specified below in #13 and #14 are to be used when entering your bid response.
11. Make sure to enter your bid price in only **ONE** column.
  - a. Use only Column G (unit cost) if bidding item exactly as specified
  - b. Use only Column M (subs unit cost) if offering a substitute
12. If an item is not being bid:
  - a. It must be marked No Bid in Column I - Vendor Catalog Number
  - b. Leave the unit cost field as is with 0.00
  - c. **Do not leave any unit cost field blank**
  - d. Failure to comply could result in rejection of bid
13. Instructions for **Bidding as Specified:**
  - a. If the bidder is bidding as specified (including manufacturer, color and package size) the bidder should fill in only the Unit Cost (column G) and Vendor Catalog Number fields (column I)

G	H	I
Unit Cost	Extended Cost	Vendor Catalog Number

14. Instructions for **Bidding not as Specified:**
  - a. When offering a substitute bid item, the bidder is required to fill in **ALL** substitute fields as noted below. (Substitute Desc (column J), Subs UM (column K), Subs Qty (column L), Subs Unit Cost (column M))

J	K	L	M
Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost

- b. The bid software will not recognize a substitute item if all substitute columns (J-M) are not complete.
  - c. Unit of Measure (Subs UM- column K) is limited to 4 characters.

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- d. When offering a substitute bid item, it is **key** to provide a complete and accurate item description including the brand, item size and how sold in the "Substitute Desc" column (column J). Be sure to follow this example when a substitute item is being bid:
- i. If Column D - Item Description Reads:  
*HAND SANITIZER, ALCOHOL BASED 4 OZ. - 12/CASE, PURELL*
  - ii. If you are substituting brand, package size and case count, Column J would read as follows:  
*HAND SANITIZER, ALCOHOL BASED 6 OZ. - 24/CASE, SUAVE*
  - iii. The following example is **NOT** acceptable as there is not enough information for analysis as it only provides brand name, package size and case count (product description is missing so the bid evaluation software would not know this was hand sanitizer, alcohol based):  
*SUAVE, 6 OZ., 24/CASE*
  - iv. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- e. When the substitute item is **not the same packaging size:**
- i. The bidder must adjust the number of packages needed of their product to equal the actual total individual units requested in the specification. All quantities must be in whole numbers. (Cannot bid 0.20 cases. Round up to 1.00 case.)
  - ii. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- f. When the substitute item **is the same packaging size:**
- i. The bidder is required to fill in all substitute fields. (See Exhibit C for examples)
- g. Failure to comply could result in rejection of bid.

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**Exhibit C  
Examples for Submission of Electronic Bid**

1. In the example below, the bidder is bidding the "same product" as specified in the "same size" specified. The bidder will only fill in the **Unit Cost** and the **Vendor Catalog Number** as indicated in red.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0500	0997	COPY PAPER, 8 1/2 X 11, WHITE, HIGH SPEED, SUB 20, ACID FREE, SOME RECYCLED MAT, 500 SHEETS/REAM, 10 REAMS/CASE	CS	1000	25.0000	36250			0.0000	0.00

2. In the example below, the bidder is bidding a "substitute product" in the "same size" as specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0630	0060	CAPE, NYLON, COMBOUT CAPE, 28" X 28", BLACK, VELCRO CLOSURE, SCALPMASTER BURMAX 3020 OR EQUAL	EA	15	0.0000	2226	CAPE, NYLON, COMBOUT CAPE, <b>30 X 30</b> , BLACK, VELCRO CLOSURE, <b>CAMEO LG</b>	EA	2.0000	15.00

3. In the example below, the bidder is bidding the "same product" as specified in a different size than specified. The bidder must fill in **All Five Highlighted Columns** (as indicated in red) for the bid to be properly read by the bid software.

Item ID	Sub-Category	Item Description	UM	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Qty	Subs Unit Cost
0020	01	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, 100/BX	BX	20	0.0000	2323	ENVELOPES, TYVEX, WHITE, 12" X 16", 2" EXPANSION, 14#, OPEN END, <b>250/BX</b>	BX	25.0000	<b>8.00</b>

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**Appendix A – Federal Contract Provisions**

Contract Provisions as outlined in the Code of Federal Regulations Title II Grants & Agreements, Chapter II, part 200, Subpart D, § 200.326 - Contract provisions.

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” ( 30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended ( 40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act ( 40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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**(G)** Clean Air Act ( 42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ( 3 CFR part 1986 Comp., p. 189) and 12689 ( 3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** Byrd Anti-Lobbying Amendment ( 31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See § 200.322 Procurement of recovered materials.

**§ 200.322** - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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**Appendix B  
Additional Bid Requirements for Fuel GVBOCES 25-M**

**Appendix B shall be considered part of the bid specifications. Failure to read and understand all the instructions and specifications in Appendix B will not exempt an awarded vendor from compliance with these instructions and specifications.**

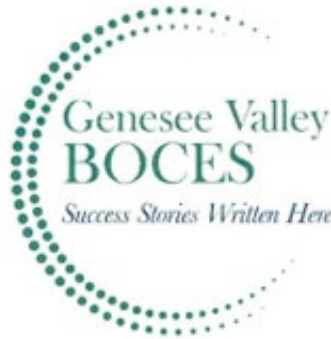
1. Fuel deliveries will be made at individual district locations for each participating district according to the delivery contact information as outlined in Exhibit A.
2. No additional shipping, delivery, handling or fuel surcharges allowed.
3. The bidder shall comply with all provisions of the Workmen's Compensation Law. The bidder shall indemnify and save harmless Genesee Valley BOCES and all participating school districts, including Boards of Education, from any and all liabilities for property damage, personal injuries, or death resulting to any person by reason of the conduct of the work covered by these specifications. Public Liability Insurance with bodily injury limits of at least \$100,000 - \$300,000, and property damage of at least \$5,000 - \$25,000. The successful bidder shall keep insurance certificates current and on file with each participant.
4. The successful bidder shall comply with all New York State and Federal laws and regulations, and the rules and regulations of the Education Department, Labor Department, Department of Transportation and Department of Environmental Conservation of New York State.
5. This contract requires the payment of prevailing wage rates in accordance with Article 9 of the NYS Department of Labor regulations. Per Article 9, every contractor shall pay a service employee under a contract for building service work a wage of not less than the prevailing wage in the locality for the craft, trade or occupation of the service employee. Contractor acknowledges that it will comply with such regulations including all notification, posting and record keeping requirements. A schedule of wages for "Fuel Delivery" for Genesee, Livingston, Steuben and Wyoming Counties is annexed to the bid specifications for this contract as per last page attached to this Appendix B.
6. Spilled fuel or sloppy workmanship is the Bidder's responsibility. Any fines and labor costs to the participants to correct such negligence will be charged against the bidders' invoice.
7. The Fuel Contract award may be terminated if the Environmental Protection Agency requires fuel blends other than what is specified in this bid. Under these circumstances, at the discretion of GV BOCES, we can re-bid individual items or the entire contract.
8. Unleaded Gasoline with a minimum of 87 octane is a gasoline with a 10% ethanol blend.
9. Diesel Fuel #2 Ultra Low Sulfur must meet the following minimum standards:
  - a) All diesel fuel must be ASTM D – 975 Diesel
  - b) Cetane rating must be 45 or greater
  - c) Sulfur content must not exceed .05 %.
  - d) Water content must not exceed 40 PPM using the D-1744 test method
  - e) Lubricity must meet OEM specifications
  - f) Fuel must not exceed contaminant amounts of 2.0 MG/Liter using the D-2276 test method
  - g) During the period April 1 through October 31, the cold filter plug point shall not be above +15 F.  
During the period November 1 through March 31, the cold filter plug point shall not be above - 20 F. All using the IP309 test method.
10. Diesel Fuel #2 Ultra Low Sulfur with Winter Additive price will be based on the Buffalo Rack Average for #2 ULS Winter Distillate Prices.
11. The Diesel Fuel #2 Ultra Low Sulfur with Winter Additive may be combined with Kerosene in proportion based on temperature and weather conditions. It shall be a blend made up of one of the following:

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- a. 80 % # 2 Diesel/20 % # 1 Kerosene
- b. 70 % # 2 Diesel/30 % # 1 Kerosene
- c. 60 % # 2 Diesel/40 % # 1 Kerosene
- d. These blends will be suitable for use in all seasons for the operation of our vehicles based on climate conditions and will be adjusted at customer discretion.

- 12. Kerosene #1 Ultra Low Sulfur blends may be requested by individual school districts.
- 13. Prices to be indexed against the OPIS Buffalo Rack Average, with a specific indicator of the difference (plus or minus) in cents (ex. .001 above or .007 below OPIS price) and will not include GRT.
- 14. The variance from rack price will be consistently applied for the life of the contract. The differential will stay the same for the length of the contract.
- 15. Federal Excise taxes will be paid by the supplier and will not be included in the price.
- 16. The OPIS report used is the Buffalo, NY daily gross standard contract gasoline and diesel wholesale rack report published on Fridays at 10:00 EDT.
- 17. The weekly price for fuel will be set from Monday to Sunday and will be based on the previous Friday's OPIS rack average plus differential.

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**Schedule 1 - Bid Forms Packet**  
(BidNet Direct submission)

**FUEL BID  
GVBOCES 25-M**

**All forms included in Schedule 1 – Bid Forms Packet, are part of the bid instructions and need to be returned with your bid submission.**

The following forms included in this bid forms packet must be completed and returned:

- Bidder's Company Information & Signature Page
  - Bid Proposal Certification
  - Iran Divestment Act Certification
  - Bidder's Customer References
  - Catalog/Item Discounts Bid Offering
  - Non-Bidders Response Form (only if applicable)
  - W-9 – Complete with signature and date
  - Bid Request Compilation and Vendor Response Form - pages 1 – 1
- (The Bid Request Compilation and Vendor Response Form is only to be used with bids submitted as a hard copy: hand delivered or mailed)**

**Failure to read, understand and complete all the required forms may constitute grounds for rejection of bid.**

Vendor # \_\_\_\_\_  
(GVBOCES USE ONLY)

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**BIDDER'S COMPANY INFORMATION & SIGNATURE PAGE  
FUEL BID – GVBOCES 25-M**

Please Print

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Contact information for questions regarding the bid:**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**Address where purchase orders should be mailed:**

Attention: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Can we e-mail purchase orders to you? Yes / No

If yes, please provide Email Address: \_\_\_\_\_

**Contact information for questions surrounding an existing order:**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Sales Representative: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Online Catalog/Website Instructions: \_\_\_\_\_  
(Website address, log-in/password information)

If a unique reference number is required on the purchase orders as a result of this bid, please list it here:  
\_\_\_\_\_.

**Printed Name of Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

- I. General Bid Certification - The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.
  
  - II. Non-Collusive Bidding Certification - By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:
    - 1. Statement of non-collusion in bids and proposals to political subdivision of the state: Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification:
      - (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
        - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any 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."
      - (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

  - 2. Any bid hereafter made to any political subdivision of the state or any public department agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- III. The bidder certifies that he is aware of, and will comply with, the provisions of the State Labor law applicable to independent contractors regarding conditions of employment, including payment of minimum wages, if this bid results in a labor and material type construction contract.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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**IRAN DIVESTMENT ACT**

**Certification  
Pursuant to Section 103-g  
of New York State General Municipal Law**

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined to Be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012" list (Prohibited Entities List) posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract, any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
  
- B. During the term of the Contract, should the Genesee Valley BOCES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above referenced certifications, the Genesee Valley BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Genesee Valley BOCES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
  
- C. The Genesee Valley BOCES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name (printed)

\_\_\_\_\_  
Date

**Board of Cooperative Educational Services  
Genesee-Livingston-Steuben-Wyoming Counties**

**Bidder's Customer References**

**FUEL BID – GVBOCES 25-M**

**Bidders are required to provide 3 customer references from New York State school districts, BOCES, or public bodies for whom bidder has supplied similar products and/or services to those requested in this bid.**

**Please Print**

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

Customer Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**Board of Cooperative Educational Services  
Genesee-Livingston-Steuben-Wyoming Counties**

**CATALOG/ITEM DISCOUNTS BID OFFERING  
FUEL BID – GVBOCES 25-M**

Bidder's Name: \_\_\_\_\_

- Bidders have the option to offer catalog discounts on items not listed on the Bid Request Compilation and Vendor Response Form (hard copy) or Vendor Bid Response excel file (electronic excel file).
- Discounts should be a percentage off current manufacturers' list prices and include all shipping and handling charges. No additional shipping or handling charges will be allowed on awarded catalog discounts.
- A bidder's catalog discount offer is awarded as an addition to their line item award.

**Copy this sheet as needed for additional category discounts.  
Please Print**

CATEGORY	BRAND	CATALOG DISCOUNT
THIS PAGE DOES NOT APPLY TO THIS BID		



**Board of Cooperative Educational Services  
Genesee-Livingston-Steuben-Wyoming Counties**

**NON-BIDDERS RESPONSE FORM  
FUEL BID**

The Genesee Valley BOCES is interested in the reasons why prospective bidders chose not to submit a bid. If you are NOT submitting a bid for this request, please indicate the reason(s) by circling one or more of the applicable items below and return this form to us. You may fax, email, or mail as listed below. Thank you for your consideration.

1. Unable to bid at this time, but would like to receive future bid proposals.
2. Items or materials are not manufactured by us or not available to our company. Please remove our name from your list as identified in number 10 below.
3. Materials or items we have to offer do not fully meet all the requirements or standards specified.
4. Multiplicity of delivery or service points.
5. Delivery quantities are too small.
6. We cannot meet the time of delivery of items or materials specified.
7. Insufficient time allowed for preparation and submission of bid.
8. Specifications not clearly understood or applicable (too vague, too rigid, etc.)
9. Other reasons: \_\_\_\_\_
10. You may remove our name from the bid list for: (circle choice below if applicable)
  - a. This commodity group
  - b. This item or material
  - c. All bids

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

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

Phone Number: \_\_\_\_\_

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

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

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

Send this form to Christine Ceru either by email, fax or mail.

Email: [coopbidding@gvboces.org](mailto:coopbidding@gvboces.org)

Mailing Address: Genesee Valley BOCES – Cooperative Bidding  
Attn: Christine Ceru  
80 Munson St.  
LeRoy, NY 14482

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Prevailing Wage

[Home](#) > Prevailing Wage

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

**PRC#:** 2024900387  
**Type of Contracting Agency:** Other Non-NY State

**Acceptance Status:** Accepted Article 9

### Contracting Agency

### Send Reply To

Genesee Valley BOCES  
Christine Ceru  
Purchasing Agent  
80 Munson Street, LeRoy, NY. 1  
LeRoy NY 14482  
  
(585) 344-7516  
CCeru@GVBOCES.org

### Project Information

<b>Project Title</b>	Fuel Delivery
<b>Description of Work</b>	Fuel Delivery
<b>Contract Id No.</b>	GVBOCES 25-M
<b>Project Location(s)</b>	Various School Locations
<b>Route No / Street Address</b>	
<b>Village / City</b>	
<b>Town</b>	
<b>State / Zip</b>	NY
<b>Nature of Project</b>	Building Service Contract
<b>Approximate Bid Date</b>	07/01/2024
<b>Checked Occupation(s)</b>	Fuel Delivery

### Applicable Counties

Genesee , Livingston , Steuben , Wyoming

## Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)



**GENESEE VALLEY BOCES**  
Bid Request Compilation and Vendor Response Form

**Bid: 2425FUEL FUEL BID**

**Vendor Name** \_\_\_\_\_

<b>Item Number</b>	<b>Item Description/Specification</b>	<b>Vendor Reference</b>	<b>Unit of Measure</b>	<b>Quantity Reported</b>	<b>Unit Price</b>	<b>Total Bid</b>
00001	GASOLINE UNLEADED PER GALLON WITH MINIMUM OF 87 OCTANE (DIFFERENTIAL AMOUNT)	_____	GAL	353,338.00	_____	_____
00002	GASOLINE PREMIUM PER GALLON WITH 91 - 93 % OCTANE (DIFFERENTIAL AMOUNT)	_____	GAL	5,000.00	_____	_____
00003	DIESEL #2 ULTRA LOW SULFUR PER GALLON (DIFFERENTIAL AMOUNT)	_____	GAL	258,475.00	_____	_____
00004	DIESEL #2 ULTRA LOW SULFUR WITH WINTER ADDITIVE PER GALLON (DIFFERENTIAL AMOUNT)	_____	GAL	216,839.00	_____	_____
<b>Bid Item Count: 4</b>					<b>Total</b>	_____