

NOTICE TO BIDDERS

The Board of Education of the Middleburgh Central School District, Middleburgh, Schoharie County, New York, requests sealed bids from qualified bidders to furnish DIESEL FUEL for school buses as specified. Specifications may be obtained at the Business Office, 291 Main Street, Middleburgh, NY 12122 or on the school website: www.middleburghcsd.org. Sealed bids will be received until Thursday, July 31, 2025 at 11:00 A.M. at which time they will be opened and read aloud. The Board of Education reserves the right to reject any and all bids not deemed in the best interest of the School District.

District Clerk
Middleburgh Central School District
Middleburgh, NY 12122

Middleburgh Central School District: Diesel Bid

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SECTION I: INTRODUCTION

Middleburgh Central School District (“District”) hereby solicits sealed competitive bids from respondents for **Diesel Fuel for School Buses**. For delivery location and approximate number of gallons, see the “ATTACHMENT” section.

SECTION II: BID PROPOSALS

A. Requests for Content Clarifications

If discrepancies or omissions are found by a respondent or if there is doubt as to the true meaning of any part of this Bid, a written request for a clarification or interpretation shall be submitted to the District via email to Robyn Bhend, School Business Administrator at robyn.bhend@mcsdny.org or fax (518) 827-5636 by **Wednesday, July 30, 2025**.

B. Addenda

Any interpretations, corrections, and or changes to this Bid and requirements or extensions to the submittal date will be made in writing by Addenda. Sole issuing authority of addenda shall be vested to the Purchasing Agent. Addenda will be made available by fax or e-mail. Any addenda so issued are to be considered a part of this Bid.

C. Bid Due Date

The respondent is requested to submit **only EXHIBITS A-1 through A-5** along with the respondents’ proposal and any other requested documents in the manner specified in the Bid with their submission. The proposal must be signed by a person authorized to legally bind the entity submitting the proposal, enclosed in a sealed envelope or package **clearly marked on the exterior with “BID #2025-26-02: Diesel Fuel Bid”** **RETURN DATE: Thursday, July 31, 2025 and TIME: 11:00 A.M.**, and be received by mail or hand delivered to the Business Office no later than the stated time and date. Any proposal received after the stated date and time will be returned unopened.

Proposals are to be sent or delivered to:

**MIDDLEBURGH CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
291 MAIN STREET-PO BOX 606
MIDDLEBURGH, NY 12122**

**Phone: 518-827-3600 X-3623
FAX: 518-827-5636**

D. Damaged/Illegible Proposals

The District is not responsible for any proposal or portion of a proposal submittal that has been damaged or destroyed while in transit. Respondents should take the necessary precautions to ensure that their submittal is received intact. Illegible proposals, diskettes or documents will be rejected.

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E. Late Proposals

All proposals will be dated and time stamped with the official time by the Business Office upon receipt. Proposals received at the Business Office after the submittal deadline shall be rejected. The District will not be responsible for late deliveries.

F. Altering Proposals

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

G. Withdrawal of Proposal

A proposal may not be withdrawn or canceled by the respondent without justifiable cause following the date designated for the due date of proposals and respondent so agrees upon submittal of their proposal.

H. Exclusion

No oral, telegraphic, telephonic, electronic or faxed proposals will be considered.

I. No Submittal

Should the respondent not wish not to submit at this time but wishes to remain on the list for future proposals, please submit a “NO SUBMITTAL” by the same time and at the same location as stated for acknowledgement.

SECTION III: PROPOSAL EVALUATION

A. Evaluation Criteria

Evaluation criteria will be determined by the District.

B. Disqualification of a Respondent & Rejection of a Proposal

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

1. Evidence of collusion among respondents.
2. Failure to satisfy the submittal requirements of the Bid.
3. Lack of responsibility as shown by past work, reference, or other factors.
4. Default or termination of other contracts or agreements.
5. Illegible or vague proposals.

C. Right to Accept or Reject

It is understood that the District reserves the right to accept or reject any and all proposals and to waive irregularities or technical deficiencies that, in the judgment the District best meet the requirements.

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SECTION IV: BID SUBMITTAL REQUIREMENTS

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, respondents should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

"The information of data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the District use such information only for the evaluation of this proposal but we understand that the District must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

In the event the District receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the respondent shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the respondent has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the District in making its determination as to whether disclosure is required under the law."

B. Submittal Format

Respondents are encouraged to submit sufficient information that is pertinent and would assist the District in making the bid award decision. Respondents shall provide with the proposal submittal, all documents required by this Bid. Failure to provide this information may result in rejection of the proposal. In order to aid the evaluation process, the respondent's submittal shall be marked with the proper designations below and submitted in the following order and format:

1. Required Documents:
 - a. Proposal Acknowledgement Form
 - b. Non-Collusion Affidavit
 - c. Company Statement
 - d. Financial Information
 - e. Addenda Acknowledgment

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C. Other Requirements

1. FACSIMILE OR ELECTRONIC TRANSMITTALS OF PROPOSALS SHALL NOT BE ACCEPTED.
2. ALL PROPOSALS MUST BE RECEIVED IN THE BUSINESS OFFICE BEFORE THE STATED BID OPENING DATE AND TIME.
3. Signatures
Proposals must be signed in ink (preferably blue ink) by an authorized officer of the company. Faxed, printed, or typewritten signatures are not acceptable.
4. Collusion
The District will reject a proposal if more than one proposal is received from that company or if it is found that collusion exists between or amongst respondents.

SECTION V: GENERAL TERMS AND CONDITIONS

A. Contract/Agreement

The successful respondent's submittal, when accepted by the District either by formal letter or issuance of a purchase order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the proposal documents. Successful respondents may also be required to sign a form of contract which includes the terms of this Bid, as well as the final terms and conditions that may result in the negotiation between the District and the respondent. Any and all ambiguities in bid documents, bid awards, contracts or related documents, including tariffs, shall be construed in favor of the District.

B. Purchase Order

The District shall generate a purchase order and award letter to the successful respondent. The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

C. Payments

1. The District will make payment only after receipt and acceptance by the District of the item/services ordered.
2. Vendor invoices shall show the purchase order number and shall be mailed to: the District in care of the address specified on the purchase order.

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3. Payments of any invoice shall not preclude the District from making claim for adjustment of any item found not to have been in accordance with specifications; therefore, payments shall be made by the District with all rights reserved.
4. The District is exempt by law from federal, state and municipal sales/excise taxes, therefore proposal shall not include such tax.
5. No state or federal tariffs shall apply unless a copy of such tariff or tariffs is attached to the bid at the time of submission.

D. Other Terms and Conditions

1. **Silence of Requirements**
Any silence of Bid terms and conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.
2. **Advertising**
The successful respondent shall not advertise or publish, without the participating District's written approval, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
3. **Termination Rights by the District**
The District may terminate the contract for cause upon thirty-(30) day's written notice, should the successful respondent be in default of the contract. In such instances, the respondent will be required to remove any equipment(s) or supplies in a timely manner with no expense to the District.
4. **Cumulative Rights**
The rights and remedies provided by this agreement are cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.
5. **Indemnification**
The successful respondent shall indemnify and save harmless the District and all employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out of, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful respondent or its employees in concern with providing services

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hereunder (including, without limitations, legal expenses on a solicitor and client basis).

6. Default

If the successful respondent is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by-laws, directives, rules and conventions referred to herein, and the successful respondent shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.

7. Patents/Copyrights

The successful respondent agrees to protect the District from claims involving infringements of patents and/or copyrights. By submission of this proposal and as part of the awarded contract for sale, the respondent agrees to ascertain whether goods manufactured according to the specifications will cause the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods meeting the specification will not cause such a claim, and in no event shall the District be liable to respondent for indemnification should the respondent be sued on the grounds of infringement or the like. If the respondent is of the opinion that an infringement or the like will result, the respondent will notify the District to this effect in writing within two (2) weeks after the award of the contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, respondent will save the District harmless. If the respondent in good faith ascertains that production of the goods according to the specifications will result in infringement or the like, the awarded contract shall be null and void.

8. Remedies

The successful respondent and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

9. Ethics

The respondent shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact between initiated by a respondent and a District employee or board member shall be grounds for disqualification.

10. Compliance

All product(s) used in providing service must comply with all federal, state, county and local laws concerning this type of product(s) and the fulfillment of all ADA (Americans with Disabilities Act) requirements if applicable.

11. Drug/Smoke Free

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The District maintains a drug and smoke free work place. Use, possession or under the influence of drugs and/or alcohol or smoking while in performance of this agreement is strictly prohibited.

12. Non-discrimination Requirements

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

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

13. Termination for Default/Non-Performance

The District reserves the right to terminate the contract immediately in the event the successful respondent fails to:

1. meet scheduled deadlines
2. otherwise perform in accordance with the scope of services.

Breach of contract or default authorizes the District to award to the next lowest respondent or purchase services elsewhere and charge the full increase in cost to the defaulting respondent.

14. Executory Clause

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the District beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal obligation to request, appropriate or makes available monies or the purpose of the contract.

E. Right to Purchase

The participating District reserves the right to reject this proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of the District.

F. Fair Trade Purchase

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

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G. Price Redetermination/Contract Extensions

A price redetermination may be considered by the District only at the anniversary date of the contract for an additional term and shall be substantiated in writing (i.e. manufacturer's direct costs, postage rates, federal/state minimum wage law; federal/state unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc.) or if specified in Section VI of the proposal, shall be based on the then current Consumer Price Index for all Urban Consumers (CPI-UC) as published by the Bureau of Labor Statistics for the U.S. Department of Labor, New York State average. These statistics will be referenced for negotiable purposes only; therefore, respondent is not to interpret that 100% of the index rate will be applied. All requests for price redetermination with written substantiation must be submitted to the District at the time of notification of extension. The respondent's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal.

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BID PROPOSAL # 2025-26-02

EXHIBIT A -- REQUIRED DOCUMENTS

RESPONDENTS' NAME: _____

- ☐ A-1 Proposal Acknowledgement Form
- ☐ A-2 Non-Collusion Affidavit
- ☐ A-3 Company Statement
- ☐ A-4 Financial Information
- ☐ A-5 Addenda Acknowledgement

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EXHIBIT A-1

PROPOSAL ACKNOWLEDGMENT FORM

The respondent acknowledges that he/she has carefully read the Bid and understands the specifications requested.

The respondent also acknowledges that should this proposal be accepted by the District, such action shall constitute a legally binding agreement and therefore, be subject to all terms and conditions of the Bid.

Respondent further acknowledges that he/she will contract with Middleburgh Central School District and comply with the requirements of the Bid and the purchase order terms and conditions.

Company Name of Respondent: _____

Business Address of Respondent: _____

Business Phone Number: _____

Business is legally listed as:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

Authorized Agent: _____

(Printed)

Authorized Signature: _____

Date: _____

SUBSCRIBED AND SWORN to before me by the above name on this day _____
of _____, 2025.

Notary Public in and for the State of _____

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EXHIBIT A-2

NON-COLLUSION AFFIDAVIT

Authorized officer: Respondent's submittal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding in the respondent.

The undersigned offers and agrees to provide all of the services awarded to them upon which qualifications are stated in the accompanying proposal. The period of evaluation and award of the contract by the board shall be up to forty-five (45) calendar days, from the date of the proposal acknowledgement, unless otherwise indicated by respondent.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned a Notary Public in and for the State of _____ on this day

personally appeared _____ who after being by me duly sworn did

depose and say: I, _____ am a duly authorized officer of/agent for _____

and have been duly authorized to execute the foregoing on behalf of the said.

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

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

- A. The fees in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other respondent or with any competitor;
- B. Unless otherwise required by law, the fees which have been offered in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening, directly or indirectly to any other respondent or to any competitor; and,
- C. No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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Company Name of Respondent: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
Signature

SUBSCRIBED AND SWORN to before me by the above name on this _____

Day of _____, 2025.

Notary Public in and for the

State of _____

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EXHIBIT A-3 IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" 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.

During the term of the Contract, should Middleburgh Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Middleburgh Central School District 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 Middleburgh Central School District shall take such action as may be appropriate and provided for by law or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Middleburgh Central School District 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.

Organization Name: _____

Name of Person signing form: _____

Signature: _____ Date: _____

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EXHIBIT A-4.1 CORPORATION STATEMENT

If A CORPORATION, answer the following:

1. When incorporated?

2. Where incorporated?

3. Is the corporation authorized to do business in New York?

_____ Yes

_____ No

If New York is not the state of incorporation:

- A. Address of the registered office in New York:

- B. Name of registered agent in New York at such office:

- C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: _____ Publicly _____ Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name

Address

Position

%

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Director's Name	Address	Principal Business Affiliation Other Than Respondent's Directorship
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Principal Shareholders	Address	Percentage Ownership
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EXHIBIT A-4.2 PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

1. Date of organization? _____
2. General Partnership _____ Limited Partnership _____
3. Partnership Agreement Recorded? _____ Yes _____ No
Date: _____
Book: _____
Page: _____
County: _____
4. Has the Partnership done business in New York?
Yes _____ No _____ When? _____
5. Name, address, and partnership share of each general or limited partner:

Name	Address	% of share	General/Limited
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

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EXHIBIT A-5 ALL PROPOSALS – FINANCIAL INFORMATION

A. Financial Statements

Respondents shall attach a balance sheet and income statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the respondent's most recent fiscal year financial statements, audited and certified by an independent certified public accountant, including the auditor's opinion thereon.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No ()
2. If yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No ()
3. If yes, state the name of the entity, date, amount of the filed or declared bankruptcy

D. County of Schoharie and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Schoharie or any affiliated entity? Yes () No ()
2. If yes, identify the agreement(s), its purpose, and its terms.

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3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes () No () If yes, please Explain _____

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EXHIBIT A-6

ADDENDA ACKNOWLEDGEMENT

The respondent acknowledges the acceptance of all addenda listed below as issued by the Middleburgh CSD Business Office. In the event that no addenda have been issued in accordance with this proposal document, respondent shall acknowledge this with the notation of N/A.

The respondent further acknowledges the inclusion of said addenda to the original proposal documents and therefore binding in the agreement of the respondent with the Middleburgh Central School District.

<u>Addenda Number</u>	<u>Date Received</u>	<u>Authorized Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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BID OFFER SHEET (PROPOSAL FORM)

Bid # 2025-26-02

Location: Middleburgh CSD Bus Garage, 164 Main Street, Middleburgh, NY 12122

Price for Diesel Fuel (approximately 20,000 gallons):

Fixed dollar amount per gallon: _____

AND/OR

Fluctuating price per gallon based on weekly NYS ULS Diesel Fuel Price (+ or - \$X.XX cent differential based on the NYS OGS price for Schoharie County: <https://ogs.ny.gov/Diesel-Pricing>):

Price for Diesel Fuel – Winter Mix (approximately 10,000 gallons):

Fixed dollar amount per gallon:

AND/OR

Fluctuating price per gallon based on weekly NYS ULS Diesel Fuel Price (+ or - \$X.XX cent differential based on the weekly NYS OGS price for Schoharie County: <https://ogs.ny.gov/Diesel-Pricing>):

Name of Bidder _____

Address of Bidder _____

Signature of Bidder _____

Date _____
