



OTSEGO COUNTY BOARD OF REPRESENTATIVES
COUNTY OFFICE BUILDING
197 MAIN STREET
COOPERSTOWN, NEW YORK 13326-1129
PHONE: (607) 547-4202 FAX: (607) 547-4260

BID REFERENCE: 8611

Date: December 6, 2016 .

BID PROPOSAL

Sealed bids for furnishing Diesel Fuel, Fuel Oil and Kerosene will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on December 22, 2016.

Specifications submitted on call. Otsego County reserves the right to reject any or all bids.

No Bid Security is required.

No Performance Security is required.

Bidders must submit bids in a securely sealed envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for Otsego County

Andrew Trombley
Director

The County of Otsego, (in accordance with Section 103 of Article 5-A of the General Municipal Law) hereby invites the submission of sealed bids for:

DIESEL FUEL, FUEL OIL and KEROSENE

All bids must be enclosed in a securely sealed envelope with the notation “**DIESEL FUEL**” inserted thereon and must be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o’clock P.M. (local time) on December 22, 2016.

Bidders are advised not to rely on next day mail services. no later than the above specified date and time. Faxes will not be accepted.

All bidders must comply with the provisions of the General Municipal Law and all other applicable laws. The County reserves the right to reject any and all bids.

Otsego County encourages the submission of bids by companies that are certified as Minority-owned, Women-owned and Disadvantaged Business Enterprises.

Details and specifications may be obtained at the office of the Clerk of the Board during regular working hours, will be mailed to bidders upon request or on the internet by visiting our Purchasing Department website at www.otsegocounty.com to view bid.

CAROL MCGOVERN
CLERK OF THE BOARD
197 MAIN STREET
OTSEGO COUNTY, NEW YORK 13326

December 6, 2016

TO: THE COUNTY OF OTSEGO, COOPERSTOWN, NEW YORK

The undersigned having a principal place of business at the address listed below, and being experienced and responsible for the performance of same, agrees to furnish and deliver Fuel at the unit price as herein stated and in accordance with the specifications attached hereto.

All bids will be firm for a period of 45 days.

The right to waive any informality or to reject any and all bids and/or to award this bid in whole or in part is reserved.

Carol McGovern
CLERK OF THE BOARD
OTSEGO COUNTY
197 MAIN ST.
COOPERSTOWN, NY 13326

Bid for Diesel Fuel, Fuel Oil and Kerosene

SIGNATURE:

NAME (type or print):

TITLE:

COMPANY NAME:

ADDRESS:

TELEPHONE NO.: _____ FAX
NO. _____

E-MAIL ADDRESS:

DATE:

SPECIAL CONDITIONS

Term of Contract: The term of the resulting blanket contract will be from January 1, 2017 through December 31, 2018.

Renewal: The contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties.

Qualification of Bidder: Bidder must be an established refiner, distributor or dealer and must have adequate facilities to perform all requirements for supplying Otsego County and all political subdivisions and government authorities.

Allocation: Certain departments/divisions/agencies dedicated to the pursuit of public safety will be guaranteed 100% of need. These are, but not limited to, the appropriate subdivision, police/fire agencies, the County and City Public Works Agencies, Subdivision Highway Departments, the City Water Department and other appropriate subdivision agencies associated with water and sewers.

Service: Contractor must be prepared at all times to furnish engineering service, when so requested and to investigate and report to the using agency and this division on any complaint that might arise in connection with the use of said diesel fuel.

Delivery Contractor must be prepared, at all times, to make prompt delivery as ordered. In emergencies, fuel must be delivered within twenty-four (24) hours of notification.

For all other locations, normal deliveries are considered to be Monday thru Friday (8:00 a.m. - 5:00 p.m.). Saturday, Sunday and Holiday deliveries are to be made on an emergency basis (and not a regular basis) ONLY.

Entities shall be responsible to insure that tanks are accessible by the Contractor. Failure of the entity to make appropriate arrangements, preventing delivery of product upon Contractor's arrival at delivery site may result in a charge to the agency for the contractor's transportation costs for that particular trip. Entities should also make certain that receiving personnel are available at time of delivery.

The contractor must be aware that must comply with the State Wage Rates under New York State Dept. of Labor PRC # **2016901314** (www.labor.state.ny.us)

Pricing: All charges will be net cost of diesel fuel delivered to Otsego County and/or eligible participant's tank.

SPECIAL CONDITIONS (Cont.)

A. FIRM DIFFERENTIAL BID

Bids are to be net tank wagon price delivered to storage tanks, subject to increase and decrease, corresponding with the Oil Price information Service posted lowest Albany Reseller Tank Car price on the date of delivery.

A copy of the Oil Price Information Service must accompany each invoice to verify posted price for each date of purchase.

This bid shall be for two (2) delivery procedures:

1. Tanker Load
2. Regular truck delivery

B. FIXED PRICE PER GALLON DELIVERED

This bid shall be a fixed price per gallon for the duration of the contract period in two different delivery procedures:

1. Tanker Load
2. Regular truck delivery

Ordering: Product will be ordered directly by the Otsego County user department or by the participating subdivision.

Payment Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

Eligible Participants: . The participation of the subdivisions will be at their option. Otsego County shall not be liable for participation or for the cost of diesel fuel procurement by any participant.

Federal Excise Tax: Otsego County and participating subdivisions will not pay Federal Excise tax.

Quantities: It should be noted that the extension of this contract to all eligible participants may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered. The quantities stated are estimates only based on past usage. These quantities may be increased or decreased to meet actual requirements. For the purposes of calculating the lowest responsible bidder, said estimates shall be utilized as the basis of computation if the County determines to award the bid in whole.

Contact Person: Please address any questions to Mr. Peter Oberacker, 607-547-4202
Cory Larrabee : corylarrabee.ongov.net. Onondaga County Division of Purchase. 315-435-5063

SPECIFICATIONS

#2 FUEL OIL. ULTRA LOW SULFUR DIESEL. KEROSENE AND DYED KEROSENE

1. Otsego County Department of Highways and Forestry.
 - a. Main Garage
One (1) 10,000 gal. underground tank for ultra low sulfur diesel fuel.
 - b. Maintenance and Paint Shop
Three (3) 275 gal. above ground tanks for No. 2 fuel oil. During the winter months, this fuel is "blended".
 - c. Office Building
One (1) 3,000 gal. underground tank for No. 2 fuel oil - not blended.
 - d. Gilbertsville Patrol Garage
One (1) 2,000 gal. above ground tank for ultra low sulfur diesel fuel.
 - e. Maryland Patrol Garage
One (1) 275 gal. above ground tank for #2 fuel oil.
One (1) 1,000 gal. above ground tank for ultra low sulfur diesel fuel.
 - f. Richfield Patrol Garage
One (1) 1,000 gal. above ground tank for ultra low sulfur diesel fuel.
 - g. Garrattsville Patrol Garage
One (1) 1,000 above ground tank for ultra low sulfur diesel fuel.
 - h. Forestry Building
One (1) 275 gal. tank for No. 2 fuel oil - not blended.
 - i. Welding Shop
One (1) 275 gal. above ground tank for dyed kerosene.
One (1) 275 gal. inside tank for #2 fuel oil.

The successful bidder of Regular Delivery Truck will be required to make delivery to the Gilbertsville Patrol Garage.

2. Personnel Building/Courthouse Complex/County Office Building
Underground tanks:
One (1) 8,000 gal. capacity for # 2 fuel oil not blended
One (1) 5,000 gal. capacity for #2 fuel oil not blended
Estimated annual usage for both tanks, 16,000 gallons

SPECIFICATIONS (Con't)

Maintenance Garage

One (1) 275 gal above ground tank for dyed kerosene blend.
Estimated annual usage 400 gallons

County Office Building

One (1) 275 gal above ground tank for ultra low sulfur diesel
Estimated annual usage 75 gallons

3. The Meadows

One (1) 15,000 gal. underground tank for #2 fuel oil
One (1) 12,000 gal. underground tank for #2 fuel oil
One (1) 1,000 gal. underground tank for ultra low sulfur diesel
Estimated annual usage for all three tanks 30,000 gallons

DELIVERY:

Contractor must be prepared, at all times, to make prompt delivery as ordered. In emergencies, fuel must be delivered within twenty-four (24) hours of notification.

For all other locations, normal deliveries are considered to be Monday thru Friday (8:00 a.m. - 5:00 p.m.). Saturday, Sunday and Holiday deliveries are to be made on an emergency basis (and not a regular basis) ONLY.

Entities shall be responsible to insure that tanks are accessible by the Contractor. Failure of the entity to make appropriate arrangements, preventing delivery of product upon Contractor's arrival at delivery site may result in a charge to the agency for the contractor's transportation costs for that particular trip. Entities should also make certain that receiving personnel are available at time of delivery.

Failure of the entity to make appropriate arrangements, preventing delivery of product upon Contractor's arrival at delivery site may result in a charge to the agency for the contractor's transportation costs for that particular trip. Entities should also make certain that receiving personnel are available at time of delivery.

The contractor must be aware that must comply with the State Wage Rates under New York State Dept. of Labor PRC # **2016901314** (www.labor.state.ny.us)

Courthouse and Old Jail Buildings

These buildings have a combined capacity of 13,000 gallons and the underground tanks are within one hundred feet (100*) of each other. The parking lot is inaccessible to tanker trucks, therefore, **only regular truck** deliveries will be accepted at these locations.

The Meadows

Delivery **MUST BE MADE** between 7:00 a.m. and 3:00 p.m. Monday through Friday, excluding holidays. **TANKER DELIVERY ONLY.**

SPECIFICATIONS (Con't)

DELIVERY:

Contractor must be prepared, at all times, to make prompt delivery as ordered. In emergencies, fuel must be delivered within twenty-four (24) hours of notification.

For all other locations, normal deliveries are considered to be Monday thru Friday (8:00 a.m. - 4:00 p.m.). Saturday, Sunday and Holiday deliveries are to be made on an emergency basis (and not a regular basis) ONLY.

Entities shall be responsible to insure that tanks are accessible by the Contractor.

TOPPING-OFF TANKS FOR TANK TESTING:

Entities requests to top-off tanks for testing purposes must be honored as described. The requesting entity may be required to sign a waiver of liability and responsibility on behalf of the Contractor.

Tank Wagon contractors must be prepared to deliver in a timely manner, on a one time basis per entity tank, that amount of fuel oil necessary to fill subject tanks for the purpose of tank testing.

SERVICE:

Contractor must be prepared, at all times, to furnish engineering service, when so requested, and to investigate and report to the using entity on any complaint that might arise in connection with the use of Contractor's oil. This engineering service will include but not be limited to the diagnosis of fuel-related problems in the entity's equipment. This should not be construed as a requirement for an on-site engineer, but as a guarantee of product quality.

WINTER BLEND REQUIREMENTS:

Contractors of No. 2 fuel oil, shall provide a winter blend upon entity request. Invoice for winter blend will show separate pricing for No. 2 and kerosene.

Winter blend requirements:

70/30 November

60/40 December

50/50 January

60/40 February

70/30 March

SPECIFICATIONS (Con't)

ESTABLISHING THE BASE PRICE FOR CONTRACT PRICE CHANGES FOR WINTER BLENDS: (example)

Oil Price information Service posted lowest price per gallon for No.2 Fuel Oil on Monday, July 2, 2007 is \$2.1181. Oil Price information Service posted lowest price per gallon for Kerosene on Monday, July 2, 2007 is \$2.4177.

November 70/30: Take 70% of the lowest price for No. 2 Fuel Oil (\$1.4827) plus 30% from the lowest price for Kerosene (\$0.7253), which yields a base price of \$2.2080.

December 60/40: Take 60% of the lowest price for No. 2 Fuel Oil (\$1.2709) plus 40% from the lowest price for Kerosene (\$0.9671), which yields a base price of \$2.2380.

January 50/50: Take 50% of the lowest price for No. 2 Fuel Oil (\$1.0591) plus 50% from the lowest price for Kerosene (\$1.2089), which yields a base price of \$2.2680

February 60/40: Take 60% of the lowest price for No. 2 Fuel Oil (\$1.2709) plus 40% from the lowest price for Kerosene (\$0.9671), which yields a base price of \$2.2380.

March 70/30: Take 70% of the lowest price for No. 2 Fuel Oil (\$1.4827) plus 30% from the lowest price for Kerosene (\$0.7253), which yields a base price of \$2.2080.

RECYCLED FUEL OIL;

Contractors offering recycled materials may be required to submit certification that the recycled fuel oil offered meets the requirements of the New York State DEC.

GUARANTEE:

The Contractor guarantees to furnish adequate protection from damage to entity's building, grounds and/or equipment occurring on account of, or in connection with, or occasioned by, or resulting from the furnishing and delivery of fuel oil under this contract and shall be liable for any damages for which it or its employees are responsible.

The liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. An entity ordering too much oil will not relieve the Contractor of responsibility. In the event of accidental spill during delivery, the facility manager at the site of the spill must be notified in addition to any NYS mandated environmental reports.

Twenty-four (24) hours per day, a collect call can be placed with the New York State Oil Spill Hotline at 518-457-7362.

SPECIFICATIONS (Con't)

SAMPLING OF FUEL OIL:

Fuel oil delivered shall be subject to sampling and testing at the discretion of the purchasing entity.

The samples shall be collected in accordance with ASTM D4057-95 [IP #MPMS (Chapter 8.1)], or latest revision thereof. The usual method of sampling is a three-way bottle/container sampling taken at an upper, a middle, and a lower sample point from the delivery vehicle. The sample container is a normally closed stopper-type and operator opens it at each point to obtain a proportional amount of the sample.

Entities are strongly encouraged to obtain and maintain samples of all fuel oil deliveries for a period of time necessary to insure that the fuel oil is in compliance with specifications.

Prior to the initial delivery the Contractor should verify water and sediment levels in storage tanks. These levels shall be reported in writing for any tanks which require attention.

Contractor assumes complete responsibility for any product water and sediment problems that occur after initial delivery.

Product samples taken at the entity's dispensing pump may be considered representative of a disputed fuel oil delivery, when the Contractor has delivered one or more consecutive loads of fuel oil to the tank's content which is being disputed.

Additionally, when the entity's documentation indicates that previously delivered fuel oil is less than five percent of the tank's fuel oil volume relative to any disputed delivery, and the previously delivered fuel oil performed and/or tested satisfactorily, then a sample taken from the pump may be considered representative of the fuel oil delivered.

NON-COMPLYING PRODUCT DELIVERY:

Deliveries of fuel oil may be sampled at the point of delivery by a representative of the entity. The methods of sampling and testing will be as listed elsewhere herein.

When it is found that fuel oil delivered does not comply with the specification requirements, the contractor, at their own cost and expense, may be required to remove all such sub-standard fuel oil from the entity's tank(s) and replace it with fuel oil meeting the specifications, if such removal is so instructed by the entity.

When an inspection of the tank(s) after the removal of the sub-standard product indicates that the delivered product has rendered tank(s) unsuitable for use, then the Contractor may be responsible for cleaning of the tank(s) so affected, if such cleaning is so instructed by the entity.

SPECIFICATIONS (Con't)

NON-COMPLYING PRODUCT DELIVERY PENALTIES:

Deductions shown hereafter will be made from the contract price for fuel oil that does not comply with the detailed specifications, whether or not the fuel oil in question has been consumed by the entity. The maximum of all combined deductions shall not exceed ten percent (10%) for an individual delivery, excluding gallonage adjustments for temperature and/or water and sediment in excess of one percent.

NON-COMPLYING PRODUCT FLASH POINT/PRICE DEDUCTION:

When the delivered fuel oil's flash point is found to be lower than the minimum requirement, but not greater than six (6) degrees Fahrenheit lower than that minimum; a deduction from the contracted price shall be taken at the rate of one-half percent (0.5%) for every two (2) degrees Fahrenheit below the specified limit.

Additionally, when the delivered fuel oil's flash point is found to be lower than the minimum requirement by greater than six (6) degrees Fahrenheit; a deduction from the contracted price shall be taken at the rate of one percent (1.0%) for every two (2) degrees Fahrenheit below the specified limit which is greater than six (6) degrees Fahrenheit lower, (i.e. 10 degrees below specification limit: the deduction for the first 6 degrees Fahrenheit is 1.5%; the deduction for the next 4 degrees Fahrenheit is 2%; and the total deduction is 3.5% for being 10 degrees Fahrenheit below the limit).

SPECIFICATIONS (Con't)

NON-COMPLYING PRODUCT WATER & SEDIMENT-CONTENT/PRICE REDUCTION:

When the delivered fuel oil's water and sediment content is found to be greater than three hundredths (0.03%) of a percent for Kerosene and No. 2 fuel oil, a deduction from the contracted price shall be taken at the rate of (1%) for every two hundredths (0.02%) of a percent above the specified limit. (i.e. 0.02% above limit equals a 1% deduction; 0.04% above limit equals a 2% deduction; 0.06% above equals a 3% deduction.)

NON-COMPLYING PRODUCT VISCOSITY/PRICE DEDUCTION;

When the delivered fuel oil's viscosity is found to be greater than two (2) seconds above the specified maximum requirements, and reduction from the contracted price shall be taken at the rate of one tenth percent (0.1%) for every two (2) seconds above the specified limit, (i.e. 2 seconds above limit equals a .1% deduction; 4 seconds above limit equals a .2% deduction; 6 seconds above equals a .3% deduction)

NON-COMPLYING PRODUCT SULFUR CONTENT/PRICE DEDUCTION;

When the delivered fuel oil's sulfur content is found to be greater than ten hundredths (0.10%) of a percent above the specified maximum requirements for the respective delivery area (see Attachment I elsewhere herein), a deduction from the contracted price shall be taken at the rate of one percent (1%) for every ten hundredths (0.10%) of a percent above the specified limit, (i.e., 0.10% above limit equals a 1% deduction; 0.20% above limit equals a 2% deduction; 0.30% above equals a 3% deduction.)

NON-COMPLYING PRODUCT - ASH CONTENT/PRICE DEDUCTION;

When the delivered fuel oil's ash content is found to be greater than two thousandths (0.002%) of a percent above the maximum but less than two hundredths (0.02%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of one percent (1%) of the total price.

When the delivered fuel oil's ash content is found to be two hundredths (0.02%) of a percent, or more, above the a maximum but less than four hundredths (0.04%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of two percent (2%) of the total price.

When the delivered fuel oil's ash content is found to be four hundredths (0.04%) of a percent, or more, above the maximum but less than six hundredths (0.06%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of four percent (4%) of the total price.

When the delivered fuel oil's ash content is found to be six hundredths (0.06%) of a percent, or more, above the specified maximum, but less than eight hundredths (0.08%) of a percent above the specified maximum ash requirement, a deduction from the contracted price shall be taken at the rate of six percent (6%) of the total price.

SPECIFICATIONS (Con't)

When the delivered fuel oil's ash content is found to be eight hundredths (0.08%) of a percent, or greater, above the specified maximum requirements for the ash content, a penalty based on the contracted price shall be assessed at the rate of ten percent (10%) of the total price of the product regardless of whether the fuel oil delivery is removed or not removed.

When the delivered fuel oil's ash content is found to be greater than the maximum allowed in Table I a deduction from the total price shall be taken as described in the following Summary Table:

SUMMARY TABLE		
Ash Content (%) greater than	Ash Content (%) less than	Deduction (penalty) taken on Total Price
Spec Req.	Spec Req.	1.0%
Spec Req.	Spec Req.	2.0%
Spec Req.	Spec Req.	4.0%
Spec Req.	Spec Req.	6.0%
Spec Req.		10.0% regardless if fuel removed or not

NON-COMPLYING PRODUCT BTU PER GALLON CONTENT/PRICE DEDUCTION;

The respective grade of fuel oil provided under this bid must meet the minimum BTU per gallon requirements for each sulfur level as described herein. If the fuel oil, which is subject to independent testing laboratory analysis is found to be nonconforming with these specifications pertaining to BTU per gallon levels, a penalty will be assessed against the Contractor by adjusting the invoice as follows:

When the product delivered contains less than the permitted minimum BTU per gallon level, the invoice will be adjusted by dividing the actual BTU/gallon level delivered by the minimum BTU/gallon requirement for the type of fuel oil purchased, multiplying the quotient by the contract adjusted per gallon price at the time of delivery, and then multiplying that figure by total gallons delivered.

SPECIFICATIONS (Con't)

EXAMPLE: For delivery of 1.0% maximum sulfur No. 6

Gallons delivered - 4,000	
BTU/gallon per analysis - 145,000	
BTU/gallon per specification -	
147,000	
<u>145,000</u> x price/gallon x 4,000 = adjusted total	
product	
147,000	cost on invoice

NOTE: When more than the minimum BTU/gallon levels are delivered, there will be no adjustment of price, and delivery will be considered in conformance with this provision of the specifications relative to its BTU content.

DYE MARKER:

All #2 fuel oil delivered shall contain a readily visible oil soluble dyestuff (1,4-dialkylamino-anthraquinone), which is completely miscible. The dye shall ensure that these fuel oils are identified as not acceptable for use in highway vehicle. Dying shall be provided in accordance with State regulations and Federal Part 80 (CAA) regulations, Section 80.29 (Fed. Reg. Pg 19538, 7 May 92), and subsequent revisions thereafter.

ACRONYMS AND DEFINITIONS:

ASTM: The acronym, "ASTM", shall be used as a designation for the American Society for Testing and Materials.

No. 2 (#2): The symbol No. 2 and/or #2 shall be used as a grade designation for distillate fuel oil used in domestic and small industrial burners.

UNIVERSAL DETAILS:

All products provided shall be homogenous fuel oil or kerosene, suitable for burner appliances, and they shall conform to the requirements of ASTM D396-98 (Fuel Oil), ASTM D3699-98 (Kerosene), latest revision(s) thereof, or approved equivalent method, except as listed differently elsewhere herein.

There shall be no blending of other than pure distillates or unused residual fuel oils for product provided via this contract.

FLASH POINT:

The specified minimum Flash Point for Fuel Oils provided under this contract shall be as specified in Table I elsewhere herein for the respective fuel oil being provided. Delivered product having a flash point below that specified in Table I, but not greater than twenty degrees Fahrenheit (20°F) below that specified shall be removed from the entity's tank and replaced with product conforming to specifications. The Flash Point shall be determined using ASTM Test Method D93-00 (IP #34/85), or latest revision thereof.

SPECIFICATIONS (Con't)

WATER AND SEDIMENT:

The specified maximum Water & Sediment content for Fuel Oils provided under this contract shall be as specified in Table I elsewhere herein. Delivered product having a water & sediment content greater than the specified percent shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a water & sediment greater than the specified percent shall be removed from the entity's tank and replaced with product conforming to specifications at entity's discretion based on excessive filter maintenance and/or poor burner performance. The Water & Sediment content shall be determined using ASTM Test Method D1796-97 (IP #75/82), or latest revision thereof or approved equivalent method; or the sum of the results of ASTM D95-99 (IP #74/84) plus (+) ASTM D473-81 (1995) e2 (IP #53/82), or latest revision thereof, or approved equivalent method, relative to the individual characteristics of the product being tested.

VISCOSITY:

The specified maximum Viscosity for Fuel Oils provided under this contract shall be as specified in Table I elsewhere within this specification. Delivered product having a viscosity greater than that specified for the respective products shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having a viscosity greater than the specified shall be removed from the entity's tank and replaced with product conforming to specifications, at entity's discretion based on excessive filter maintenance and/or poor burner performance. The Viscosity shall be determined using - ASTM Test Method D445-97 (IP #71-84), latest revision thereof, or approved equivalent method, and ASTM D2161-93 (1999)e2, conversion of Kinematic Viscosity to Saybolt Universal Seconds (SUS) for Table 1, latest revision thereof, or approved equivalent method, - relative to the individual characteristics of the product being tested.

After receiving a written request by the entity, the Contractor's delivery ticket will state the fuel's viscosity (eSt, SUS, SFS).

NITROGEN:

After receiving a written request by the entity, the Contractor's delivery ticket will state the nitrogen content.

SPECIFICATIONS (Con't)

SULFUR:

The specified maximum Sulfur content for Fuel Oils provided under this contract shall be as defined in Table I of the detailed specifications and further modified in "Summary of EPA Sulfur Content Requirements". Delivered product having a sulfur content greater than that allowed shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT.

Delivered product having a sulfur content greater than that allowed by NYCRR, Title 6 Environmental Conservation Law, Chapter III Air Resources, Subchapter A, Subpart 225-1.2 (d) Table 2 shall be removed from the entity's tank and replaced with product conforming to specifications. The Sulfur content shall be determined using -ASTM Test Method D129-00 or D4294-98 (IP #61/84), latest revision thereof, or approved equivalent method, relative to the individual characteristics of the product being tested.

ASM*

The specified maximum ASH content for Fuel Oils provided under this contract shall be one-tenth of a percent (0.10%) or five hundredths of a percent (0.05%), maximum by weight. These respective maximum ash contents shall be as listed for an individual product in Table I herein. Additionally, a product having an excessive ash content shall be removed and/or adjusted in price as specified elsewhere herein. The Ash content shall be determined using - ASTM Test Method D482-00a (IP #4/81), latest revision thereof or approved equivalent method, relative to the individual characteristics of the product being tested.

Delivered product having an ash content above the maximum by greater than two thousandths of a percent (0.002%) above the maximum but less than one tenth of a percent (0.10%) above the maximum shall be adjusted in price as stated elsewhere herein for NON-COMPLYING PRODUCT. Delivered product having an ash content of one tenth of a percent (0.10%) by weight, or greater, above the maximum specified shall be removed from the site upon the entity's request and the Contractor shall pay a price penalty as stated elsewhere herein regardless of whether the fuel oil delivery is removed or not removed. Respective ash contents shall be listed elsewhere herein.

BTU PER GALLON CONTENT:

The specified minimum BTU PER GALLON content for Fuel Oils provided under this contract shall be as specified in Table I elsewhere herein. Delivered product having a BTU PER GALLON content less than the specified percent shall be adjusted in price as specified elsewhere herein for NON-COMPLYING PRODUCT.

GENERAL:

Fuel oils furnished shall conform to the physical and chemical requirements as listed under Table I and to the Sulfur in Fuel limitations listed in the Environmental Protection agency (EPA) requirement summary below:

SPECIFICATIONS (Con't)

SUMMARY OF EPA SULFUR CONTENT (REQUIREMENTS)

Sulfur in Fuel Limitation (Effective on January 1, 1988)

Geographical Area Of the State	Oil Maximum percent sulfur bv weight - ASTM - D129 or D4294	Solid Fuel Pounds of sulfur per million BTU gross heat content
	Residual	Distillate #2
Otsego County	1.50	1.50
		2.5 MAX 1.9 AVG** 1.7 AVG (ANNUAL)***

Averages are computed for each emission source by dividing the total sulfur content by the total gross heat content of all solid fuel received during any consecutive three-month period. Annual averages are computed for each emission source by dividing the total sulfur content by the total gross heat content of all solid fuel received during any consecutive 12-month period.

INSTRUCTIONS TO BIDDERS
#2 Fuel Oil, Ultra Low Sulfur Diesel, Kerosene & Dyed Kerosene

All proposals must be made upon these forms. Do not detach the specifications and Instructions to Bidders from these forms.

All fuel oil delivered shall conform to the New York State specifications for No. 2 Fuel Oil as set forth by the New York State Division of Standards and Purchases.

The quantities are based on present estimates and the right is reserved to increase or decrease the quantities according to the requirements of the entity at these or additional facilities.

The supplier shall not permit the level of fuel oil in the storage tanks to fall below 20% of their capacity. If the level of fuel oil falls below 20% of the capacity of the tanks, the entities reserve the right to purchase sufficient oil on the open market to fill such tanks and to charge any increase in the price paid, over the current price, to the supplier.

The supplier must maintain adequate facilities and personnel capable and experienced in loading tank trucks from the storage facilities maintained by the supplier. Such loading facilities must be available from 7:00 a.m. to 5:00 p.m. Monday through Friday of each week, except holidays.

A. FIRM DIFFERENTIAL BID

Bids are to be net tank wagon price delivered to storage tanks, subject to increase and decrease, corresponding with the Oil Price Information Service posted lowest Albany Reseller Tank Car price on the date of delivery.

A copy of the Oil Price Information Service must accompany each invoice to verify posted price for each date of purchase.

This bid shall be for two (2) delivery procedures:

3. Tanker Load
4. Regular truck delivery

B. FIXED PRICE PER GALLON DELIVERED

This bid shall be a fixed price per gallon for the duration of the contract period in two different delivery procedures:

3. Tanker Load
4. Regular truck delivery

The Entities may, upon written notice of ten (10) days, cancel any contract or agreement with the supplier if the supplier fails to comply with the provisions, instructions or specifications herein stated.

INSTRUCTIONS TO BIDDERS

#2 Fuel Oil, Ultra Low Sulfur Diesel, Kerosene 6B Dyed Kerosene

The bids shall be exclusive of all federal, state and county taxes. The Entities are cognizant of the fact that they are each liable for the payment of the Gross Receipts Tax and will make proper payment when due.

For the sake of uniformity in the bidding process, all vendors shall quote the per gallon price exclusive of the Gross Receipts Tax.

PRICING PAGE

BIDDER: _____ **BID SHEET**

A copy of the Oil Price Information Daily for **December 15, 2016** must accompany this bid.

1. No. 2 Fuel Oil, delivered as needed

**OTSEGO
COUNTY**

Tanker Load 6,500 gal minimum	Albany Reseller Tank Car Price 12/15/16	
	Firm Differential (+/-per gallon)	
	Fixed Price (per gallon)	
Regular Delivery Truck	Albany Reseller Tank Car Price 12/15/16	
	Firm Differential (+/- per gallon)	
	Fixed Price (per gallon)	

BIDDER: _____

BID SHEET

A copy of the Oil Price Information Servicer Daily for **12/15/16** must accompany this bid.

2. Ultra Low Sulfur Diesel Fuel, delivered as needed

**OTSEGO
COUNTY**

Tanker Load 6,500 gal minimum	Tank Wagon Price 12/15/16	
	Firm Differential above/below posted lowest NYTank Car Consumer	
	Fixed Price (per gallon)	
Regular Delivery Truck	Tank Wagon Price 12/15/16	
	Firm Differential above/below posted lowest NYTank Car Consumer	
	Fixed Price (per gallon)	

BIDDER: _____

BID SHEET

A copy of the Oil Price Information Daily for **12/15/16** must accompany this bid.

3. Kerosene for Mixture Purposes in Winter Blends

OTSEGO

COUNTY

Albany Reseller Tank Car Price 12/15/16	
Firm Differential (+/- per gallon)	
Fixed Price (per gallon)	

BIDDER: _____

BID SHEET

A copy of the Oil Price Information Service Daily for **12/15/16** must accompany this bid.

4. Dyed Kerosene, delivered as needed

OTSEGO COUNTY

Regular Delivery Truck	Albany Reseller Tank Car Price 12/15/16	
	Firm Differential (+/- per gallon)	
	Fixed Price (per gallon)	

PROPOSAL AND SIGNATURE PAGE

Director of Purchasing
Onondaga County Division of Purchase
421 Montgomery St.
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids) and the Fair Employment reporting requirements (16.2.6).and the Iran Divestment (16.2.8) I am authorized by my company to make this commitment.

REFER TO PRICING PAGE

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Signature: _____
Printed Name: _____
Title: _____

Firm Name: _____
Address: _____

Contact person: _____
Phone Number: _____

Purchase Order Address (if different than above):

Fax Number: _____
Federal ID Number: _____

NOTE Vendors MUST Provide A W-9 form with their bid.. This form is attached at the end of Instructions to Bidders/General Conditions

***This Page Must Be Signed and Returned
Or your bid will be declared informal***

INSURANCE AGREEMENT - CONTRACTORS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the County or other Entity as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
2. The policy naming the County or other Entity as an Additional Insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the County or other Entity, its Board, employees and volunteers.
 - The County or other Entity shall be listed as an Additional Insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The contractor agrees to indemnify the County or other Entity for any applicable deductibles.
4. Required insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance**
(Required for construction projects in excess of \$200,000.)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Entity as the Named Insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
6. Contractor acknowledges the failure to obtain such insurance on behalf of the County or other Entity constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County or other Entity.

Instructions to Bidders/General Conditions

1. Submission of bids:

1.1 Bids are publicly opened and read at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202 on the day bids are scheduled to be received.

1.2 Bids must be date and time stamped by the Division of Purchase prior to the specified time of the opening. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Division of Purchase.

1.3 Bidders must use an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable..

1.4 Separate bid envelopes must be submitted for each bid reference number.

1.5 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

1.6 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

1.7 Special conditions in the specifications shall take precedence over any instructions to bidders/general conditions.

2. Required submissions:

2.1 Each bid must be signed by the bidder.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

2.4 Bids by agents of a manufacturer must be accompanied by a certification the agent is authorized if required.

2.5 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

2.6 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.

2.7 Performance Security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:

2.7.1 guarantee the contract for the faithful performance thereof;

2.7.2 guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of one (1) year from date of the Municipality(ies) acceptance of the goods and/or services rendered and;

2.7.3 guarantee payment of any and all obligations arising as the result of the contract.

2.8 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.

2.9 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary to be furnished on all items. Bidder should submit with bid any information, specifications, circulars, etc. that will explain or clarify the differences or compliance with the specifications.

3. Use of Brand names:

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the Municipality(ies) for its purposes. Exceptions must be clearly stated.

3.2 Otsego County will determine equal products or services.

4. Pricing:

4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening. Prices shall be in US funds only.

4.2 Prices bid shall be FOB prepaid to destination as designated. All charges for packing, crating, containers, etc. are included and being in strict accordance with specifications as shown. The price bid by the contractor shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.

4.3 Purchases by the Municipality(ies) are exempt from any Federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

4.4 Where pricing is described in both words and numerals, the words will govern.

4.5 Cash or early payment discounts will not be considered in determining low bidder.

5. Withdrawal of bids and errors:

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of Otsego County upon written request. Such requests must be made as soon as the error is identified.

5.3 In case of error in extending the amount of the bid, the unit prices will govern.

6. Purchases by other governmental or authorized entities:

6.1 Purchases at prices quoted that result in a contract or purchase order contract with Municipality(ies) may be made by the, each town and village, each school, fire and solid and water conservation district eligible to purchase from this contract for the term of the contract.

In addition, the Municipality(ies) allow(s) all municipal entities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

6.2 Any minimum order requirements, delivery charges or other deviations from the prices offered to Municipality(ies) applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

7. Interpretations:

7.1 It is understood and agreed that in questions of interpretation in the specifications, Otsego County does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors, or omissions in specifications, may be made by Otsego County, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

7.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the contact person identified in Special Conditions not later than 7 calendar days prior to the bid opening. No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not by addendum issued through Onondaga County. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.

7.3 The Municipality(ies) reserve(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of the Municipality(ies) will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

8. Method of Award:

8.1 The Municipality(ies) reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of the Municipality(ies) to do so. The Municipality(ies) reserve(s) the right to accept any item in the bid, and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

8.2 Bids will be evaluated by Otsego County and the department requiring the goods or services. A notice of intent to award will be issued only by the Division of Purchase.

8.3 Protests of companies, products or services being offered from competing bidders must be made as soon as possible, in writing, to Onondaga County as Otsego County's agent.

8.4 In the event a lower bid is being rejected for any reason, the bidder will have 48 hours to explain before an intent to award will be issued to another bidder.

9. Inspection, Samples and Testing:

9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the bidder and Otsego County

9.2 Samples are required to be furnished by the bidder at the request of Otsego County. Samples are to be furnished at no cost to the Municipality(ies). Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

9.3 It is understood and agreed by the bidder that deliveries tested by the Municipality(ies) and found not to meet specifications as set forth, bidder will be billed for the test.

10. Delivery:

10.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

10.2 No items are to be shipped or delivered until receipt of an official purchase order from the Municipality(ies)

10.3 Guaranteed delivery date will be a consideration in making a contract award.

10.4 Failure to deliver as guaranteed may result in termination of the contract and also disqualify bidder from receiving contracts for at least two years. The Municipality(ies) will assume no liability for any expense or loss because of such termination.

10.5 All broken and/or damaged items received by the Municipality(ies) shall be replaced by the contractor, immediately, at his own cost and expense. The Municipality(ies) shall inspect all the items and notify the contractor of any damage as soon as it is discovered.

11. Notice to Proceed:

11.1 The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

11.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

12. Hold Harmless:

12.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the Municipality(ies), its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

13. Insurance:

13.1 The bidder or contractor will furnish the amount of insurance determined and specified by the Municipality(ies).

13.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors and personal injury per specification.

13.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles per specification.

13.4 When required, the contractor shall provide to the Municipality(ies) a certificate of insurance evidencing the insurance requirements and shall name the Municipality(ies) as an additional insured. The certificate shall contain a provision that the issuing company will notify the Otsego County by certified mail 30 days prior to any change in or cancellation of the policy.

13.5 The contractor further agrees to comply in all respects with all Federal, State and Municipality(ies) laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages and Human Rights.

14. Payments:

14.1 The Municipality(ies) will pay the bidder or contractor the amount of his bid upon the full and faithful performance of the contract, acceptance of materials and/or work by authorized municipal agent, and upon receipt of the vendor invoices from the receiving department.

14.2 Partial payments for delivered items or quantities of a bid may be made by the Municipality(ies) upon presentation of properly executed claim voucher or invoice, unless otherwise stated. The final payment will be made by the Municipality(ies) when the materials, supplies, equipment or services have been fully delivered or completed to the full satisfaction of the Municipality(ies) and the receiving department.

14.3 Unless otherwise specified, the Municipality(ies) may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

14.4 The contractor further agrees that the Municipality(ies) may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

14.5 The said contractor further agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

15. Warranty:

15.1 Municipality(ies) requires a one-year warranty from the date of acceptance to correct at no additional cost to the Municipality(ies) any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid. Should manufacturer's, product's or bidder's warranty extend longer than Municipality(ies) one year requirement, the remaining term of the bidder's warranty will be in effect at the conclusion of the Municipality(ies) required warranty.

15.2 Municipality(ies) do(es) not accept exceptions to implied warranties of suitability or merchantability. Municipality(ies) do(es) not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

16. Governing Laws and Regulations:

16.1 The bidder is required to comply with all applicable provisions of the laws of the Municipality(ies), the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

16.2 The bidder's special attention is called to those laws and requirements set forth below:

16.2.1 Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

“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 certified as to its own organization, under the 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 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.”

16.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the Municipality(ies) or any person employed by the Municipality(ies) is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

16.2.3 The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Municipality(ies) upon delivery any and all information required by law. Municipality(ies) reserve(s) the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

16.2.4 The Bidder will maintain Worker’s Compensation during the life of this contract for the benefit of the bidder’s employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

16.2.5 The provisions of Section 220 of the State’s Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

16.2.5 By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 their knowledge and belief that each bidder is not on the list created pursuant of paragraph (b) of subdivision 3 of section 165-a of the state finance law”

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

- (a) Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

17. Assignment

17.1 The contractor is prohibited from assigning, transferring, subletting or otherwise disposing of the contract awarded from this bid without the previous written consent of Otsego County.

18. Termination/Default/non-performance:

18.1 In case of the default by the bidder or Contractor, the Municipality(ies) may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

18.2 The Municipality(ies) may terminate this agreement with cause upon notification in writing.

18.3 The Municipality(ies) further may terminate the contract without cause on 30 days notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

18.4 If the contractor is delayed in making delivery by strikes, lockouts, fire, unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time, upon a written, documented request by the contractor, provided the Municipality(ies) may cancel said contract as to future deliveries at any time during such delay if the Municipality(ies) interest(s) are impaired by such delay.

18.5 But neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies or materials called for by the contract, shall be deemed to be a waiver by the said Municipality(ies) of the right to abrogate this contract for abandonment or delay.

19. Unconstitutionality:

19.1 The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this contract or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

20. Changes or Deviations:

20.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made apart of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

21. Inconsistency:

21.1 The parties agree that any inconsistency between any documents which the Municipality(ies) is/are requested to execute by the vendor and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

22. Definitions:

Municipality(ies): Unless otherwise noted, Municipality(ies) means any and all participating entities with Onondaga or Otsego County as the lead agency. If a specific municipality is identified that municipality alone is responsible for all terms and conditions.

23. Agent:

Anywhere in this document where Otsego County is referenced, Onondaga County Purchasing may act as agent for Otsego County at Otsego Counties' request.