

Tioga County Department of Public Works

477 Route 96
Owego, New York 13827
(607) 687-0302
Fax (607) 687-4453

Gary Hammond, P.E.
Commissioner of Public Works

Richard Perkins, P.E.
Deputy Commissioner of Public Works

PROPOSAL

MOTOR FUEL

The Tioga County Commissioner of Public Works will receive sealed proposals at the Tioga County Public Works Department, 477 Route 96, Owego, New York, until 10:30 A.M. Wednesday, January 25, 2017.

All bids shall be submitted in accordance with the attached instruction sheets.

All bids shall be made on the attached proposal sheets. Exceptions may be rejected. All bids shall be submitted in a sealed envelope marked:

“MOTOR FUEL BID”

“DO NOT OPEN UNTIL 1-25-17 AT 10:30 AM”

All bidders shall submit signed copies of the required NON-COLLUSION CERTIFICATES with their bid proposals. Failure to do so may constitute grounds for rejection.

The County Commissioner of Public Works or his agents reserves the right to reject any or all proposals.

Tioga County reserves the right to reject or accept all or any part of any bid solely as it deems in the best interest of Tioga County.

The successful bid contract may be extended for a period of one (1) year if it is mutually agreeable to both the Commissioner and the low bid contractor.

Any Town, Village, or School District in Tioga County may participate in the bid.

The award of this contract shall be based on the lowest responsible bid. Bidders must bid on all components of each section and all items bid must be from a single manufacturer to be eligible for award. An award will be based on all products meeting Tioga County’s specifications as outlined in the bid document. A no bid on any item within a group may disqualify the bidder from the group award. Considerations will be made to availability of material, delivery, and past history as well as the current standing of the supplier within the industry.

There shall be no assignment of this contract to any other party by the successful bidder without County authorization.

CONTRACT TERM:

The term of this contract will extend through January 23, 2018.

DETAILED SPECIFICATIONS:

1. All these motor fuels must be provided:

FUEL DESCRIPTION	MINIMUM OCTANE RATING
(a) Unleaded Regular	87
(b) Unleaded Regular Plus	89
(c) Unleaded Premium	91
(d) No. 2 Diesel Fuel with at least a 40% Kerosene blend between November 1 and April 1	
(e) Kerosene	

** Suppliers certification to octane rating shall be provided with the bid.

2. Any Town, Village, or School District in Tioga County may participate in the bid.
3. The municipalities will receive PRIORITY fuel delivered at all times.
4. All of the above motor fuels shall be stored in the bidder’s bulk storage facilities will be in compliance with the latest edition of the New York State Department of Environmental Conservation “Petroleum Bulk Storage” Parts 612, 613, and 614. Copies of these NYSDEC permits shall be submitted with the bid for all fueling stations.
5. The successful bidder, at its own cost and expense, agrees to the insurance, indemnification, and general terms and conditions set forth as attached hereto entitled “Tioga County, New York – General Contract and Insurance Specifications”, which are to be incorporated herein by reference as if fully set forth.
6. The security and accounting system used shall be provided by a computerized card system. This system shall identify on a printed record the following information:
- a) The department the vehicle belongs to;
 - b) The vehicle code number;
 - c) A personal identification number;
 - d) The day, date, and time of the fueling;
 - e) The type and amount of fuel dispensed and the price per gallon;
 - f) The fuel mileage of the vehicle, if desired.

Each month a summary of each municipalities department’s fuel usage and costs shall be sent to the appropriate department head. This monthly summary shall include all of the above (a) thru (f) data

7. The bidder must submit with their bid, documentation that the requirements of paragraph 6 will be met. Manufacturer's specifications, a sample of the data identified in (a) thru (f) paragraph 6, etc.
8. The Bidder may also have other fueling locations within Tioga County that can provide some of the fuels listed in paragraph 1. Whatever fuels are available must be dispensed by the same card system used at the main fueling station.
9. The bidder's diesel pump station must be able to accommodate a tractor trailer combination approximately 64' long and a 10 wheel dump truck with plow equipment.
10. Approximately 125 cards will be needed to accommodate all of the authorized municipality's vehicles and/or drivers.
11. In addition to supplying fuel at the bidder's place of business, No. 2 diesel fuel and/or 87 unleaded regular fuel must be delivered to a 5,000 gallon storage tank at the Tioga County Highway Garage, 477 Rte 96, Catatonk, N.Y., Town of Richford Highway Department, 10 Town Barn Road, Richford, N.Y., Town of Berkshire Highway Department, 12633 New York 38, Berkshire, N.Y., Town of Newark Valley Highway Department, 86 Whig Street, Newark Valley, N.Y., Town of Owego Highway Department, 70 Delphine Street, Owego, N.Y., Town of Nichols Highway Department, 742 East River Road Nichols, N.Y., Town of Tioga Highway Department, 46 Halsey Valley Road, Barton, N.Y., Town of Barton Highway Department, 221 Shepard Road, Waverly, N.Y., Town of Candor Highway Department, 33 Humiston Street, Candor, N.Y., and Town of Spencer Highway Department, 81 East Tioga Street, Spencer, N.Y. as needed throughout the year. Each Highway Department will have a separate bid line item for delivery.
12. The price of the motor fuel which is bid on January 25, 2017 will not include Federal Excise Tax and the Gross Receipts Tax. The price will extend through January 23, 2018. The base price *for motor fuel at the pump shall be based on the OPIS Price Daily for January 25, 2017 plus a fixed differential price per gallon which documentation shall be provided with the invoice for comparison. The base price for motor fuel delivered to storage tanks shall be based on the supplier Base Rack price for January 25, 2017 plus a fixed differential cost in which documentation shall also be provided with the invoice for comparison.*
13. According to New York State Municipal Law, no finance charges will be paid by any municipality.
14. Bidders will be given seven (7) calendar days from date of award notification to implement the system according to our specifications.

CANCELLATION:

Tioga County reserves the right to cancel the contract for unsatisfactory workmanship or unsatisfactory service at any point in the contract year, upon issuance of ten (10) days written notice to that effect.

AWARD:

The Tioga County Commissioner of Public Works will inspect all the bid documentation and the bidder's fueling locations to insure that all specified requirements are met.

All of the motor fuel provided for at the bidder's fuel pumps as described herein shall be awarded to one (1) low bidder. This low bid shall be determined by adding the price per gallon bid for the two (2) most used fuels, that being Unleaded Regular plus No. 2 Diesel Fuel. The bid for No. 2 Diesel Fuel delivered to the highway garage at Catatonk will be considered **separate** from the motor fuel award described above and will be awarded to the low bidder for this item.

MOTOR FUEL BID PRICES:

(As of January 25, 2017) Prices must be the same at all bidder locations.

DESCRIPTION	COST/GALLON	Differential Price	Total Price / gallon
(a) Unleaded Regular	_____	_____	_____
(b) Unleaded Premium Plus	_____	_____	_____
(c) Unleaded Premium	_____	_____	_____
(d) No. 2 Diesel Fuel	_____	_____	_____
(e) No. 2 Diesel Fuel with at least 40% Kerosene Blend between Nov. 1 and April 1	_____	_____	_____
(f) Item (d) + Item (e) divided by 2			_____
(g) Total Item's (a) + (f)			_____

*** Low Bid Determination based on the majority of the fuel being used.**

(h) Kerosene	_____	_____	_____
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For the above bid items the Bidder must have at least one (1) fueling station located within five (5) miles of the Tioga County Court House, Owego, New York, that will furnish all of the following motor fuels on a 24-hour basis, seven (7) days a week.

(i) No. 2 Diesel Fuel delivered to Catatonk	_____	_____	_____
(j) No. 2 Diesel Fuel (blended) delivered to Catatonk	_____	_____	_____

(k) Items (i) + (j) divided by 2 _____ *** Low Bid Determination**

<u>DESCRIPTION</u>	<u>COST/GALLON</u>	<u>Differential Price</u>	<u>Total Price / gallon</u>
(l) No. 2 Diesel Fuel delivered to Town of Barton	_____	_____	_____
(m) No. 2 Diesel Fuel (blended) delivered to Town of Barton	_____	_____	_____
(n) 87 Unleaded Regular delivered to Town of Barton	_____	_____	_____
(o) No. 2 Diesel Fuel delivered to Town of Berkshire	_____	_____	_____
(p) No. 2 Diesel Fuel (blended) delivered to Town of Berkshire	_____	_____	_____
(q) 87 Unleaded Regular delivered to Town of Berkshire	_____	_____	_____
(r) No. 2 Diesel Fuel delivered to Town of Candor	_____	_____	_____
(s) No. 2 Diesel Fuel (blended) delivered to Town of Candor	_____	_____	_____
(t) 87 Unleaded Regular delivered to Town of Candor	_____	_____	_____
(u) No. 2 Diesel Fuel delivered to Town of Nichols	_____	_____	_____
(v) No. 2 Diesel Fuel (blended) delivered to Town of Nichols	_____	_____	_____
(w) 87 Unleaded Regular delivered to Town of Nichols	_____	_____	_____

<u>DESCRIPTION</u>	<u>COST/GALLON</u>	<u>Differential Price</u>	<u>Total Price / gallon</u>
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(x) No. 2 Diesel Fuel

delivered to Town of Spencer _____

(y) No. 2 Diesel Fuel (blended)

delivered to Town of Spencer _____

(z) 87 Unleaded Regular

delivered to Town of Spencer _____

(aa) No. 2 Diesel Fuel

delivered to Town of Tioga _____

(bb) No. 2 Diesel Fuel (blended)

delivered to Town of Tioga _____

(cc) 87 Unleaded Regular

delivered to Town of Tioga _____

The undersigned proposes and offers to furnish, to Tioga County, Motor Fuel which complies with the Specifications for which are attached. This proposal and offer is fully guaranteed to fulfill, in all respects, the minimum specifications as prepared by Tioga County. It is hereby certified that, in accordance with Section 103-D of the General Municipal Law, THERE HAS BEEN NO COLLUSION IN THIS BIDDING.

Name of Company: _____

Address of Company: _____

Telephone Number: _____

Emergency Repair Telephone Number: _____

Name of Officer: _____

Signature: _____

Date: _____

Municipalities should not use the county bid for any items involving labor.

THE REQUIRED NON-COLLUSION FORM MUST ACCOMPANY BID.

Gary Hammond, P.E.

Commissioner

Tioga County Public Works

TO ALL BIDDERS

In accordance with the New York State General Municipal Law the following Non-Collusion form must accompany each proposal.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the bidder certifies that:

- (A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (C) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

(Authorized Representative)

(Signature)

TIOGA COUNTY, NEW YORK
General Contract and Insurance Specifications

Project Description or Contract Number:	
Date Issued:	Wednesday, January 04, 2017 12:44 PM
Vendor name (“Contractor”):	
County Department:	

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be

repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits												
<p><u>General Liability per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> All endorsed policy exclusions shall be disclosed by submittal of forms Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25. 	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products & Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$10,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
General Aggregate	\$2,000,000												
Products & Completed Operations Aggregate	\$2,000,000												
Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<p><u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>												
<p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> To extend over CGL, Auto 	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>												
<p><u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>												
<p>(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>													

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga
Attn: Law Department
 56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.