

MINIMUM SPECIFICATIONS FOR  
PROPANE GAS  
FOR  
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION  
AND  
ONOVILLE MARINA

OFFICE OF THE CLERK  
CATTARAUGUS COUNTY LEGISLATURE  
303 Court Street  
Little Valley, NY 14755

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# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

**Joseph T. Pillittere**  
*Commissioner*

**Ryan J. Ferguson**  
*Deputy Commissioner*

**Mark C. Burr, P.E.**  
*Director of Engineering*



**Jack Ellis Drive**  
**8810 Route 242**  
**Little Valley, New York 14755**  
**Phone (716) 938-9121**  
**FAX (716) 938-2753**

Sealed proposals for **PROPANE GAS, for the DPW Garage in Markhams and Onoville Marina**, for the Cattaraugus County Department of Public Works, according to the enclosed specifications, will be received by the undersigned until **Friday, September 2, 2016 at 1:45 P.M.** after which time they will be publicly opened at **2:00 P.M.** (at the ***same location***), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each proposal, at the time it is received, will be stamped showing date and time of receipt.

### **ATTENTION: DPW PROPOSAL NO. #202 - Propane Gas**

and sent or delivered to:

Cattaraugus County Department of Public Works,  
8810 Route 242  
Little Valley, NY 14755.  
Attention: Dawn Smith - Propane Gas Proposal

Any proposal not clearly marked will not be considered.

Proposal sheets and instructions may be obtained at the Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at (716) 938-2465.

All proposals received are subject to all federal and state controls concerning said item(s).

All proposals must be accompanied by a NON-COLLUSIVE CERTIFICATION. Any proposal submitted without such certification will not be accepted. Any proposal not meeting ALL specifications will not be considered.

The County Legislature reserves the right to reject any or all proposals, to waive any informalities, and to accept the lowest responsible proposal.

## INSTRUCTIONS TO PROPOSER

### 1. PROPOSAL FORM

Proposal shall be submitted on these Cattaraugus County Proposal forms or proposal will not be considered. Proposal must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if no proposal on an item, the designation N/B (no bid).

### 2. CHANGES

Any change in wording or interlineation by a proposer of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such proposer, or in the event that such change in the Invitation for proposal is not discovered prior to entering into a contract, to void any contract entered into pursuant to such a proposal.

### 3. INFORMALITIES

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. The contract award will be made to the responsible proposer submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

### 4. PROPOSAL TIME

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals, or authorized postponement thereof. Any proposal received after the time specified shall not be considered.

### 5. INVESTIGATIONS

The County may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 6. PROPOSAL ENVELOPE

Each proposal must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the proposer. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope labeled as specified.

### 7. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as a part of the proposal. Proposals submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

### 8. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

### 9. REFERENCES

A list of references for whom the proposer has done work in the past must accompany the bid. If a proposer cannot provide a list of references, including at least one reference located in Western New York, the County reserves the right to require a performance bond in an amount to be determined by the Public Works Committee in a format acceptable to the County Attorney.

### 10. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this proposal:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

#### 11. DELIVERY SCHEDULE

Failure to meet delivery or completion schedule as per accepted proposal may result in legal action by Cattaraugus County to recover damages.

#### 12. TAXES

No taxes are to be billed to the County. Proposal shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net proposal.

#### 13. COMPLIANCE WITH LAWS

The successful proposer shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

#### 14. DISCRIMINATION

The successful proposer agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

#### 15. CONTRACT ASSIGNMENTS

The proposer shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

#### 16. ADDITIONAL INFORMATION

Any additional information which proposer desires to add to the proposal shall be written on a separate sheet of paper, attached to and submitted with the formal sealed proposal, to be read at the formal opening.

#### 17. HOLD HARMLESS

The successful proposer to whom the proposal is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this proposal.

#### 18. PROPOSAL VALIDITY

This proposal is firm and irrevocable for a period of 45 days from the date and time of the proposal opening. If a contract is not awarded within the 45 day period, a proposer to whom the proposal has not been awarded, may withdraw his proposal by serving written notice of his intention to do so upon the Clerk of the County Legislature.

#### 19. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

#### 20. PRICE IS FIRM

The unit prices proposed shall remain firm, and any other charges proposed shall also remain firm, for work, and/or services described in this proposal in accordance with the detailed specifications for those services. No cost increase shall be charged for any reason whatsoever.

#### 21. PROPOSER AFFIRMATION

In executing this proposal, the proposer affirms that all of the requirements of the specifications are understood and accepted by the proposer, and that the prices quoted include all required materials and services. The undersigned has checked all of the proposal figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. Mistakes or errors in the estimates, calculations or preparation of the proposal shall not be grounds for the withdrawal or correction of the proposal. In case of error in extension of prices in the proposal, the unit price will govern.

#### 22. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the

term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the proposer within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's proposal security, in the sole discretion of the County.

#### 23. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

#### 24. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

**BID FORMS OMITTED FROM  
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

**[dasmith@cattco.org](mailto:dasmith@cattco.org)**

**APPENDIX "A"**  
**COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS**

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

**Minimum Coverage Limits are as Follows:**

	A	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
<b>** COMMERCIAL GENERAL LIABILITY</b>	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include			Include			
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
<b>** AUTO LIABILITY</b>	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
<b>** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
<b>WORKERS' COMP.</b>	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
<b>EMPLOYER'S LIABILITY</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>*** PROFESSIONAL LIAB.</b>		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				

\* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

\*\* Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

\*\*\* Professional Liability policies are not required to have the County as Additional Insured

**Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.**



The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.  
Pursuant to Section 103-d of the General Municipal Law.

### NON-COLLUSIVE BIDDING CERTIFICATION

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

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, \_\_\_\_\_, doing business under the style and name of \_\_\_\_\_ at \_\_\_\_\_ have hereunto subscribed my name under the penalties of perjury at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
d/b/a \_\_\_\_\_

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ one of the partners or co-partners of the partnership composed of \_\_\_\_\_ and \_\_\_\_\_ doing business under the style, partnership, and firm name of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Partnership Name

By \_\_\_\_\_  
Co-Partner

(For use of corporate bidder)

RESOLVED, that \_\_\_\_\_ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_ Corporation at a meeting of its board of directors held on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Dated at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_  
Title

## LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, proposer shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

### PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_.

### LOCAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_.

CONTRACT TO BE SENT TO: Principal Office \_\_\_\_\_ Local Office \_\_\_\_\_

CHECK ONE: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

### TRADE NAMES:

\_\_\_\_\_

### NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

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

Title: \_\_\_\_\_

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

PLEASE TYPE OR PRINT

PROPOSAL FOR PERFORMANCE OF CONTRACT WITH  
CATTARAUGUS COUNTY LEGISLATURE  
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a proposal to provide services for **PROPANE GAS**, for Cattaraugus County, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Proposers, Instructions to Proposers, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Proposal for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this proposal is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the proposal prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the proposer has abandoned his/her right to enter into the contract and thereupon the proposal and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing proposal as principals are as follows: (Individuals or partnership bids only)

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INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Proposer:

Authorized Signature and Title:

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Signature

Title

Date

**“Iran Divestment Act of 2012”**

**“Iranian Energy Sector Divestment”**

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

\_\_\_\_\_

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_