

OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building 46 East Bridge Street Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

April 4, 2009

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Friday, April 17, 2009** for:

Natural Gas for Asphalt Mix Plant

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 am to 5:00 pm and online at www.oswegocounty.com.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Fred M. Maxon
Purchasing Director

SECTION 1 - GENERAL CONDITIONS REGARDING BIDDING

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: **BID # 10-09 Natural Gas for Asphalt Mix Plant**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE FOR WHICH THE PRODUCT IS TO BE USED, BUT ALTERNATE BIDS EQUAL TO OR SUBSTANTIALLY COMPLYING WITH THE SPECIFICATIONS AND STATING THE POINTS OF VARIANCE IN DETAIL ARE INVITED AND SHALL BE CONSIDERED WHENEVER SUCH ACTION IS IN THE BEST INTEREST OF THE COUNTY. POINTS OF VARIANCE FROM THESE SPECIFICATIONS SHALL BE CLEARLY DEFINED BY THE BIDDER.

IT IS UNDERSTOOD AND AGREED THAT IN CASE THERE IS A QUESTION OF INTERPRETATION IN THE SPECIFICATIONS INCORPORATED HEREIN, THE COUNTY DOES EXPRESSLY HAVE THE RIGHT TO DETERMINE THE MEANING AND SHALL CONTROL THE DECISION AND SAID DECISION SHALL BE IN EVERY CASE BINDING AND FINAL.

The right is reserved to reject any and all bids in whole or in part, and to waive technical irregularities in bids; as may be deemed in the best interest of the County.

All prices and discounts are to be quoted firm against increase on an F.O.B. destination, freight prepaid, unless otherwise indicated.

The County is exempt from payment of manufacturers excise and all other taxes imposed by the Federal Government and/or the State of New York. Such taxes must not be included in the bid price. Exempt certificates will be executed upon request.

Each bidder must submit an affidavit of non-collusion signed by an officer of the company.

Bidders shall submit their standard guarantee, including the limit of their liability.

Each bidder must enclose detailed specification sheets listing all options and specifications being bid.

No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the bidder to fulfill in every respect all the circumstances as a basis for any type of claim whatsoever for extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or its Division of Purchase not honored by said County or Division of Purchase.

The parties hereto understand and agree that each and every provision of Law or clause required by Law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have full force and effect of Law.

The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement 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 provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules 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.

- End of Section 1 -

SECTION 2: SPECIFICATIONS

The Oswego County Department of Public Works is soliciting bids for the supply of natural gas to the County's Asphalt Mix Plant, NY State Route 11, Hastings, NY for the period of May 1, 2009 through October 31, 2009 per the following specifications.

Prices are to be quoted Fixed-Interruptible and/or Indexed-Interruptible to the Niagara Mohawk City Gate (in decatherms) for the specified period, based on the following projected monthly consumption:

<u>Projected Units in decatherms – DTH</u>	
May 2009	3,000
June 2009	5,500
July 2009	5,000
August 2009	5,700
September 2009	5,000
October 2009	3,000
	27,200 TOTAL (projected)
	Average per month=4,533 DTH

NOTE: Oswego County's Niagara Mohawk account number is #4809067001. All gas shall be delivered via firm non-recallable interstate pipeline capacity, to the Niagara Mohawk City Gate. The above projections are not a guarantee of actual usage as consumption varies considerably due to weather.

Participation in either a fixed price interruptible or an indexed price interruptible supply contract is at the sole discretion of the County.

Fixed Price - The County will pay one City Gate price for the life of the contract.

Indexed Price - The County price for natural gas to the City Gate will vary monthly based on the NYMEX futures commodity prices and a fixed "basis cost" to determine each month's final price.

Interruptible - The County may nominate "0" for any month if the alternate fuel is more economical than the transportation natural gas. Also, the customer may have its gas supply interrupted when the supplier can provide satisfactory justification as stated in the Curtailments/Interruptions paragraph.

Price quotes shall be based on the closing New York Mercantile Exchange (NYMEX) prices as listed in the Wall Street Journal as of Friday, April 10, 2009. A listing of those prices shall accompany the returned bid. Any deviation from the NYMEX closing figures to the time of contract award will result in a change of the fixed quoted price per decatherm (up or down) on a penny for penny weighted average basis relative to the above projected usage.

The supplier shall completely manage all accounts, perform monthly nominations and communications with Niagara Mohawk, monitor consumptions throughout the month, and make changes to stay within the allowable conditions as posted in the Niagara Mohawk tariff.

Supplier shall provide a copy of their standard supply agreement with the bid, along with a minimum of three (3) references of current customers in the Niagara Mohawk franchise area listing contacts and phone numbers.

PRICE

Supplier’s price shall include all costs associated with the transportation of the gas to the LDC City Gate (basis cost) including shrinkage, fuel retainage losses, GRI surcharge, Gross Receipts Tax (GRT), custom duties and charges.

PRICE REVISIONS

Price revisions are calculated by taking the average of the last three (3) days closing settlement price of NYMEX for the month of delivery plus the basis cost. Prices will be carried to the 4th decimal place. NOTE: Basis cost is firm through duration of this contract period.

ALL LOTS FOR INDEXED PRICING

Prices represent city-gate full volume delivery with fuel retention and allow for shrinkage expense.

Suppliers will model their price structure after the following model:

$$\begin{array}{rcccl}
 \text{City Gate} & = & \text{Average of Last} & + & \text{Basis Cost}^{**} \\
 \text{Price} & & \text{Three Days} & & \\
 & & \text{Close of NYMEX} & &
 \end{array}$$

The only variable is the “average of last three days Close of NYMEX ”. “Basis Cost” is fixed for the duration of the contract.

Average of the last three days of the Close of the NYMEX means the average of the last three days NYMEX Close (Settlement Price) of the NYMEX for natural gas at the Henry Hub Louisiana delivery point as published in the Wall Street Journal Futures Column.

**Basis cost means all costs associated with the transportation of natural gas from the Henry Hub Louisiana to the LDC City Gate, and all costs, if applicable, associated with balancing services. This does not include the commodity cost.

**Carried to the 4th decimal place.

BIDDER’S RESPONSIBILITY

Bidders shall carefully examine the terms of this proposal and shall judge for themselves all the circumstances and conditions affecting their bid proposal. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this bid specification.

REQUIREMENTS FOR CONTRACT

That the Contract requirements as well as the statements and specifications that accompany the bids and which are accepted by the County shall be in such form and contains such terms and conditions as approved by the County ’s attorney.

ASSIGNMENT

The supplier is prohibited from assigning, transferring, subletting, or otherwise disposing of contract for this bid, without the previous written consent of the Oswego County Purchasing Director.

CONTRACT PERIOD

The term of this contract shall be for six (6) months effective May 1, 2009 through October 31, 2009.

GAS BALANCING REQUIREMENTS

Contractors and buyers shall be required to exercise reasonable effort to minimize the application of balancing charges.

- All contractors shall be required to deliver 100% of the buyers' natural gas requirements on a daily basis. Contractors shall be required to balance deliveries to conform to actual consumption by lot on a daily basis.
- Upon request by the County, the contractor shall deliver within 30 days documentation corroborating any balancing charges billed to buyers under this contract and documentation of contractor's effort to manage pool balance on a daily basis.
- The application of excessive or inappropriate balancing charges shall be sufficient basis for canceling this contract and/or rejection of subsequent bid submissions.

SALES/TITLE TRANSFER POINT

The County takes title at the sales point(s) identified by the contractor. Notwithstanding transfer of title to the County at the sales point(s), contractor shall be deemed to exercise or continue in control and possession of the gas being delivered and responsible for any damage or injury caused until gas has been delivered at the LDC City Gate (delivery point). Also, contractor shall be responsible for the coordination and scheduling of transportation volumes including completing all arrangements for transportation services for delivery of the natural gas to existing meter at each County.

WARRANTY OF TITLE

Contractor warrants title to all natural gas delivered by it and warrants that it has the right to sell the same and that such natural gas is free from liens and adverse claims of every kind. Contractor shall indemnify and save the County harmless against all loss, damage and expense of every kind on account of adverse claims which accrue before delivery to the County.

TRANSPORTATION CHARGES

The contractor shall pay all costs associated with the transportation of the gas to the LDC City Gate. The County shall enter into a separate agreement with the LDC and pay all costs associated with the transportation of gas from the LDC City Gate to the existing County meter, if applicable.

PUBLIC SERVICE COMMISSION RETAIL ACCESS BUSINESS RULES

The contractor shall abide by the New York State Public Service Commission (PSC) Uniform Retail Access Business Practices Cases 98m 1 343 and 99mO631 for all natural gas transactions and practices under this contract. This includes any PSC provisions covering "Single Billing". A copy of the [PSC Uniform Retail Access Business Practices](http://www.dps.state.ny.us) is available for download from the PSC web page: www.dps.state.ny.us.

BALANCING

Due to changes in utility tariffs, and the balancing charges being utility specific, the County reserves the right to review and/or adjust any aberrant balancing charges. In addition, the marketer is responsible for supplying documentation supporting these balancing charges.

QUANTITY

Subject to the terms and conditions of this contract, the contractor agrees to sell and deliver to designated agencies, and agencies agree to purchase and accept from contractor the nominated

quantity of Dth's of natural gas per month as nominated. (Delivery Schedule reflects estimated quantities only.) County will be billed for actual quantity consumed.

The sale and delivery of gas by contractor shall be on an interruptible or firm basis, as specified within each Lot. Where interruptible gas is specified, the contractor shall not be liable to the County for any interruption or curtailment of deliveries of natural gas to the County where satisfactory justification for such action can be provided in writing to the County.

THE QUANTITY CLAUSE APPLIES WITH THE FOLLOWING EXCEPTIONS

Niagara Mohawk

Niagara Mohawk will specify the Maximum Daily Quantity (MDQ) for each facility. Contractor shall be responsible for delivering necessary daily supply (not to exceed facility's NMQ.). Contractor is permitted to include an additional charge equal to Niagara Mohawk's effective Balancing Charge multiplied by the end user's Maximum Peek Day Quantity (MPDQ). The County (end users) agrees to pay this charge in addition to the price indicated herein. Contractor is required to provide a copy of the utility's Monthly Balancing Charge billed to the contractor with the invoice submitted to the end user.

NOMINATIONS

County shall notify contractor in writing not less than five (5) calendar days before the first day of each delivery month of the estimated monthly and/or daily gas nomination of the County as necessary. (NOTE: For the purposes of clarification, the 27th of the previous month, if it is a 31 -day month, and the 26th of the previous month if it is a 30-day month).

If agreed to by the contractor, nominations may be submitted to contractor at a later date. Contractor shall take no action to supply gas unless a formal nomination has been received. Further, contractor should make certain that the using County submits a nomination each month, even if the nomination is zero. If County nominations are not timely, contractor may contact the Office of General Services for assistance.

County shall pay for volumes of gas so nominated which are delivered to County, subject to the Force Majeure Clause listed herein.

If applicable, contractor shall be responsible for notifying County of any mid-month adjustments to County nomination. In instances where a County facility has prior monthly balances of natural gas supply which are carried over into the upcoming month, otherwise know as rollovers or carryovers, it shall be the responsibility of both the County facility and the contractor to communicate said rollovers to the other party in order to avoid unnecessary penalties imposed by the local utility.

IMPORTANT NOTICE

INTERRUPTIBLE CUSTOMERS ARE NOT PERMITTED TO FUEL SWITCH DURING THE DELIVERY MONTH EXCEPT WHEN THERE IS A PIPELINE OR UTILITY INTERRUPTION/OPERATION FLOW ORDER(OFO).

CURTAILMENTS/INTERRUPTIONS

If the County nominates gas, and the LDC and any available pipeline is flowing supply, contractors are expected to supply gas for the entire month and end user is required to burn gas for the entire month. The County agrees to be interrupted only when contractor can provide satisfactory justification of interruptions or curtailments that occur on pipelines or at the LDC level, as a result of demand for transportation service/supply exceeding capacity. Where firm supply is specified,

contractor is expected to deliver natural gas at all times. Note that firm supply specified herein means primary firm non-recallable primary delivery point capacity to the City Gate and not secondary firm supply.

Should curtailment/interruption occur, contractor will be required to provide to the County satisfactory justification, including written documentation from pipeline or LDC which clearly describes details of curtailment/interruption. Contractor shall be responsible for notifying customer and the County, in writing, of any pipeline curtailments as soon as possible after contractor becomes aware that a curtailment will take place.

Failure to notify the County in writing within 24 hours of pipeline curtailment shall be sufficient justification for the County to apply a charge-back penalty, which shall be the difference between the contract Natural Gas price versus the open market purchase price or the utility supplied price, including any LDC imposed penalties. Such notification must be issued by the pipeline in question and must indicate the name, number and location of the station where curtailment takes place. This notification is required for each and every instance that capacity curtailment takes place.

If gas should flow after contractor notifies customer of curtailment/interruption of service, contractor will notify customer, and LDC if applicable, within 12 hours of resumption of service. Contractor will be liable for any penalties caused by contractor's failure to inform customer, and LDC if applicable, of lifting of curtailment/interruption.

DELIVERY PRESSURE

The gas purchased shall be delivered for the account of the County at a pressure sufficient to effect delivery into the pipeline facilities of the transporter.

NATURAL GAS QUALITY

All gas delivered to the local distribution company's City Gate shall have a total heating value of not less than 967 Btu per cubic foot and not more than 1100 Btu per cubic foot. The gas delivered to the local distribution company's City Gate shall be commercially free from objectionable odors, dust or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interference with proper operation of the lines, regulators, meters, or other appliances through which gas flows. The gas supplied to the local distribution company's City Gate shall not contain any active bacteria or bacterial agent capable of contribution to or causing operational problems. The gas delivered to the local distribution company's City Gate shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered, and shall not contain any hydrocarbons which might condense to free liquids under normal conditions in the local distribution company's pipelines and shall not contain more than seven pounds of water in vapor phase per one million cubic feet. The gas delivered hereunder at the primary point of delivery shall be commercially free of gum, gum-forming constituents, gasoline and other solid and/or liquid matter that may become separated from the gas during transportation thereof and shall conform to quality specifications included in the interstate transporter's tariff as approved by the Federal Energy Regulatory Commission (FERC) and/or those required by delivering pipelines.

The County, at its option, may refuse to accept delivery of any gas not meeting the quality specifications set out in this Contract.

Natural gas will be delivered to LDC City Gate in measured volume of DTHs (decatherm.)

BILLING AND PAYMENT

Payment shall be made at the Contract price for the actual quantities of material furnished and verified by the County. Separate invoices shall be sent promptly by the Contractor to the County of Oswego Department of Public Works, 31 Schaad Drive, Oswego, NY 13126.

REFUND

The County will be entitled to a refund of any substantiated overcharge discovered within one (1) year after the billing date if the claim therefore is made within two (2) months after discovery. Such refunds shall be made or credited within thirty (30) days after receipt of a claim.

Contractor shall likewise be entitled to bill and to be paid for any substantiated undercharge discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months after discovery.

TERMINATION FOR CAUSE

The County and contractor shall each have the right to terminate in the event of default by the other party. The right to terminate the contract is conditioned upon prior written notice to the other party by certified prepaid mail (return receipt requested). The defaulting party shall have fifteen (15) days after the receipt of such notice to remedy such default. If the default is remedied within said fifteen (15) days, the contract shall not be terminated. The terminating party, shall, in the event of termination, lose the right to damages which accrue after the date of the notice of termination.

NOTE: Should the price structure utilized by the parties become unworkable for the County, detrimental or injurious to the County, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the County, and no adjustment in price is mutually agreeable, the County reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the County of that fact in order that the County may take appropriate action. Such notification shall be in writing and shall be directed to the Oswego County Purchasing Director.

The effective date of such termination shall take into consideration the ability of County facilities to file nominations in a timely manner for the following month's deliveries.

FORCE MAJEURE

Curtailement/Interruption of one or more pipelines will not be considered a force majeure situation.

Except for the County's obligations to make payment for gas delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall mean acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or freezing of pipelines, inability to obtain easements or right-of-way, the making of repairs or alterations to lines of pipe or plants, mechanical breakdown

of either parties' facilities, the failure of any local distribution company to accept gas for delivery for any reason, force majeure of any third party, partial or entire failure of gas supply or any other cause, whether the kind enumerated above or otherwise so long as the causes are not reasonably within the control of the party claiming "force majeure". The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

For purposes of this clause "force majeure" which interferes with the County's ability to use natural gas shall be deemed to occur no later than twelve (12) hours after receipt of notification thereof by the County.

GOVERNMENT AUTHORIZATION

The contract shall be subject to all valid applicable local, state, and federal laws and the orders, directives, rules and regulations of any governmental body or official having jurisdiction. The contract shall only be amended by a written instrument executed by the parties hereto. The contract contains the entire understanding of the parties with respect to the matter contained herein. There are no premises covenants or undertakings other than those expressly set forth herein.

The headings used throughout the contract are inserted for reference purposes only, and are not to be taken into account in construing the terms and provisions of any Article, not to be deemed in any way to qualify, modify, or explain the effects of any such term or provision.

As to all matters of construction and interpretation, the Invitation for Bids, specification and this contract shall be interpreted, construed and governed by the laws of the State of New York.

COUNTY/CONTRACTOR RESPONSIBILITIES (NIAGARA MOHAWK TERRITORY):

County Responsibilities:

County will be responsible for placing nominations for natural gas supply to the contractor in writing not less than five (5) calendar days prior to the first day of the month for which supply is needed; or, at a later date if mutually agreed upon by contractor and the County.

County will be responsible for supplying taxed meter reads to contractor on an as-needed basis.

County will be responsible for having an installed and Niagara Mohawk approved remote telemetering device.

County will be responsible for timely completion of Niagara Mohawk's Aggregator Form 2 - Designation of Aggregator upon receipt from Contractor for further submission to Niagara Mohawk.

County will be responsible for having in place at time of contract award all necessary transportation agreements with Niagara Mohawk.

County will be responsible for completion of any additional documentation as deemed necessary by Contractor and/or Niagara Mohawk.

Contractor Responsibilities:

Contractor will be responsible for placing nominations for natural gas supply to Niagara Mohawk in writing in accordance with Niagara Mohawk's published nomination schedule (Please see Appendix B, Article 42 - "Estimated Quantity Contracts" and "Quantity" clause elsewhere herein.)

Contractor will be responsible for requesting faxed meter reads from the County locations as deemed necessary by the contractor in order to serve County under Niagara Mohawk's Programs.

Contractor will be responsible for executing the completion of Niagara Mohawk's Aggregator Form 2 - Designation of Aggregator. Contractor will be responsible for obtaining necessary completion from the County Location. Contractor must submit completed form no less than 10 days prior to the 1st of the month of the onset of contract term.

Contractor will be responsible for creating a pool of customers within the LDC's pooled balancing program to better facilitate its daily balancing responsibilities. This pool will consist of customers included on this solicitation but may also include other customers served by the contractor within this LDC territory.

Contractor will provide services for County Locations in accordance with Niagara Mohawk's Programs.

Contractor will be responsible for any and all daily/end-of-month "cashouts" as imposed by LDC, if applicable.

Contractor will secure adequate upstream capacity (and storage, when applicable) to ensure that service is "firm" where required.

Contractor will not be responsible for any additional costs incurred by County Locations as a result of County Location's failure to supply Contractor with necessary faxed meter reads as required by Contractor. Contractor will be responsible for completion of any additional documentation as deemed necessary by Niagara Mohawk.

**BID #10-09
NATURAL GAS FOR
OSWEGO COUNTY ASPHALT MIX PLANT**

VENDOR BID REPLY SHEET

Sealed bids are due by **2:00p.m. on Friday, April 17, 2009** at the Office of the County Administrator; 46 East Bridge Street (4th Floor); Oswego, NY 13126

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for **Bid #10-09 – Natural Gas for Oswego County Asphalt Mix Plant** as recited in the specifications and offers to furnish goods and services for the following inclusive cost:

FIXED INTERRUPTIBLE COST per DTH \$ _____
INDEXED INTERRUPTIBLE COST per DTH \$ _____
CURRENT (April 2009) NYMEX AVERAGE \$ _____

Federal ID Number:

Type or Print Name

Company

Title

Address

Authorized Signature

Date

Telephone # / Fax

Please attach additional bid information to this sheet.

VENDOR INFORMATION SHEET

IN ADDITION TO THE INFORMATION SUPPLIED IN THE PROPOSAL, PLEASE COMPLETE THE FOLLOWING, WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: _____ FEDERAL ID NUMBER: _____

DELIVERY WILL BE MADE _____ DAYS A.R.O.

SEND ORDERS TO:

Address: _____

Phone: () _____

INVOICES WILL BE FROM:

Address: _____

PERSON TO CONTACT IN
REFERENCE TO CONTRACT:

Name: _____
Address: _____
Phone: () _____
Fax: () _____

ANY SPECIAL ORDERING INFORMATION:

SALES REPRESENTATIVES WHO WILL
SERVE OSWEGO COUNTY AREA:

Name: _____	Phone: _____
Website: _____	E-Mail: _____
Name: _____	Phone: _____
Website: _____	E-Mail: _____

COMPANY NAME

SIGNATURE

BID #10-09
NON-COLLUSIVE BIDDING CERTIFICATION
General Municipal Law 103-d

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____ (individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

BID #10-09 Natural Gas for Asphalt Mix Plant

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, and to enter into the contract if awarded to this corporation:

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 _____, _____, and is still in
force on this _____ day of _____, 2009.

Secretary

(Seal of Corporation)

BID #10-09
NON-BIDDERS RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the above address.

- 1. Unable to bid at this time, but would like to receive future bid requests.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.)
- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: _____

You may remove our name from the bid list for:

This Commodity Group This Item or Material All Bids

Type or Print Name	Company
Title	Address
Authorized Signature	
Date	() Telephone Number