

TECHNICAL SPECIFICATIONS

1. INTENT OF SPECIFICATION

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering # 2 Fuel Oil for the County of Cumberland and participating members of the Cumberland County Cooperative Pricing System Number 64-CCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

2. SCOPE OF WORK

The County of Cumberland, acting as Lead Agency on behalf of itself and the Participating Members of the Cumberland County Cooperative Pricing System, Identifier Number 64-CCCPS, is interested in entering into a contract with a qualified vendor who is able to Supply and Deliver # 2 Fuel Oil for the County of Cumberland and is additionally interested in declaring the winning bidder for the Participating Members of the Cumberland County Cooperative Pricing System who have submitted estimates of motor fuel consumption, as listed and described herein.

This shall be a supply contract with the County and the participating cooperative members purchasing fuel on an as needed basis.

Bidders shall indicate on the Bid Document if they would be willing to allow additional Cooperative members, who are not listed herein, to participate in this contract at a later date.

The County reserves the right to award a contract for Cooperative usage to the lowest responsive, responsible price received for the participating Cooperative members. This means that two contracts may be awarded, one for County use and one for Coop use.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to reject all bids received and purchase this item from an approved New Jersey State Contract Vendor if it is in the County's best interest.

The County and/or participating Coop members reserves the right to add and/or delete delivery locations during the contract period.

Estimates of fuel consumption contained in this Bid Document are provided as informational only and the County and the participating cooperative members shall not be obligated to purchase any minimum or maximum amount of fuel as herein described. The contractor shall be compensated for the amount of fuel actually delivered.

3. TERMS OF THE AGREEMENT

The contract shall be for a two (2) year period commencing December 1, 2010, terminating November 30, 2012. Vendor's per gallon charge for delivery bid price for the County of Cumberland and for the participating cooperative members appearing on the Official Bid Document shall be fixed for the two (2) year contract period.

Additionally, the County and/or participating cooperative members may, at any time, cancel, without recourse, any contract awarded as a result of this Request for Bid by providing ten (10) calendar days written notification, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. For County of Cumberland purposes, the Cumberland County Maintenance Supervisor and the Cumberland County Purchasing Agent shall be the sole judges as to what constitutes complete and/or satisfactory/unsatisfactory performance.

The County and/or participating Cooperative members shall give the contractor one (1) written notice for failure to deliver as required or any other failure to comply with these specifications. Thereafter, the County and/or the participating Cooperative member shall have the right to cancel this contract on ten (10) calendar days written notice for failure to deliver as required or other noncompliance to these specifications.

4. DESCRIPTION OF SERVICES

The successful bidder shall Supply and Deliver # 2 Fuel Oil at the lowest price per gallon as posted at the Newark New Jersey Harbor District Reseller Rack Price which prevails for consumers use according to the "Journal of Commerce" on the date of the fuel delivery, plus or minus a constant per gallon delivery charge.

Bidders shall list their Source of Supply, Trade Name/Brand Name of Supply and the Location of their Bulk Storage Tanks on the Bid Document.

The computed price shall be per gallon net, exclusive of all taxes and must include transportation and delivery costs fully prepaid F.O.B. destination.

5. DELIVERIES

All deliveries, except as noted or as otherwise arranged, are to be made within twenty-four (24) hours after receipt of authorized verbal requests. All deliveries are to be made between the hours of 8:30 A.M. and 3:30 P.M. on business weekdays, except as otherwise arranged by supplier and purchaser.

All locations with a 2,000 gallon or smaller tank, except as noted or as otherwise arranged, shall be set up as an automatic delivery. It shall be the contractor's

responsibility to establish an automatic delivery schedule so that these tanks are filled without prior request from the County or participating Cooperative members.

If any automatic delivery location runs out of fuel because the contractor allows the tank to run dry, and if damage of any kind results, it will be the responsibility of the contractor to pay for any such damages which shall include damage to the buildings because of lack of heat.

One (1) copy of the delivery certificate shall be signed by the custodian at the place of delivery, as a receipt of delivery, and shall be forwarded by the contractor to the said billing agency, together with a bill. The second copy shall be left with the custodian who signed for the delivery.

The contractor shall be required, if permitted by law, to submit with their invoice, a copy of the Journal of Commerce # 2 Fuel Oil Posting for the day/week that delivery is made. Payment will not be made without the proper posting.

Cooperative members will make payments according to their payment policies. The contractor shall obtain the proper billing address from each participating Cooperative member.

Fuel shall be delivered in metered trucks in accordance with New Jersey State Law, N.J.S.A. 51:9-5.

6. PENALTY

In the event that delivery is not made as specified, the County and/or the participating Cooperative member reserves the right to obtain the contract item on the open market from any available source. In such event, the amount involved will be charged to the defaulting supplier.

7. EQUIPMENT INSPECTION

The County and/or the participating Cooperative member reserve the right to have all measuring devices rechecked at any time during the length of the contract. Spot checks at delivery points may also be made. If rechecks disclose any discrepancy in the number of gallons delivered, use of such equipment will not be permitted until certification is received from the Cumberland County Weights and Measures Department that the measuring devices are accurate.

8. DAMAGE OF PROPERTY

If any property owned or occupied by the County and/or any participating Cooperative member is damaged by the equipment or employees of the contractor, the contractor shall be liable for the cost of repairs necessary on account of such damage, and the County and/or participating Cooperative

member reserves the right to deduct cost from any sum or sums that may be due or become due to the contractor.

9. SPILLAGE

It shall be the responsibility of the contractor to provide efficient and proper delivery of all fuel products. Spillage, which in the opinion of the County or any Cooperative participant, may result in dangerous conditions, environmental contamination, maintenance repair, impediment to pedestrian or vehicular traffic, shall be immediately addressed and remedied at the contractor' expense. In the event that it becomes necessary for the County or a Cooperative participant to remedy a spillage area, the contractor shall reimburse that entity for any costs related to such remedy.

10. ANALYSIS

The County and cooperative participants reserve the right, and shall be encouraged to, either randomly, or at the time of each delivery, extract fuel samples for the purpose of conducting laboratory analysis to insure that all fuels being delivered meet the specifications, contain no dirt, contaminate, or excessive sediment, and not be of a composition leading to clogging of County and/or Cooperative participant owned equipment.

Should said laboratory analysis prove that the above listed deficiencies existed in the fuel delivered, then the supplier shall, at the supplier's expense, remove all unacceptable product from the County and/or Cooperative participants fuel storage tanks and replace it with product that meets the specifications with no charge to the County and/or Cooperative participants for pumping out storage tanks, and/or replacement of the fuel delivered and the existing fuel that may have been contaminated. Should the County and/or participating Cooperative members have consumed a part of such fuel, such consumption shall not impair their right to cause the contractor to remove the remainder of the delivered fuel.

When analysis of the sample shows that the fuel does not comply with the specifications, the cost of said analysis shall be borne by the contractor. When the sample complies with the specifications, the cost will be borne by the County and/or participating Cooperative members.

Each contract awarded shall be for the quantity actually ordered, as needed, during the contract period. It is understood that contract prices shall prevail for the actual quantities required and ordered as needed, during the life of the contract, whether more or less than estimated quantities.

11. FUEL OIL SPECIFICATIONS

All petroleum products must conform to U.S. Commercial Standards CS-12-48 and Chapter X of the New Jersey Air Pollution Control Standards.

The grade of fuel oil specified below shall be homogeneous hydrocarbon oils, free from inorganic acid, and free from excessive amounts of solid or fibrous foreign matter likely to make frequent cleaning of suitable strainers likely.

All grades containing residual components shall remain uniform in normal storage and not separate by gravity into light and heavy components outside the viscosity limits for the grade.

Fuel Oil Specifications/ASTM D 396-80:

<u>No. 2 Fuel Oil</u>	<u>ASTM Test Method</u>	
Specific Gravity API at 60 degrees F	D 287	30 minimum 40 max.
Flash Point	D 93	125 degrees F, min.
Flash Point	D 93	190 degrees F, max.
Pour Point	D 97	0
Carbon Residue	D 524	.13%, max.
Viscosity, S.S.U at 100 degrees F	D 445	45. max
Sulfur, Stte of NJ Requirement		.2%, max.
Ash Content		Trace
Water & Sediment by Extraction		.05%

12. FUEL DELIVERY LOCATIONS/INFORMATION

COUNTY OF CUMBERLAND DELIVERY LOCATIONS

1. **4-H Center**

291 Morton Avenue
Millville, New Jersey 08332

One (1) - 2,000 gallon tank (Main Building)
One (1) – 500 gallon tank (Horse Barn)

Invoice to: 4-H Center
291 Morton Avenue
Millville, NJ 08332

2. **Cumberland County Detention Center**

135 Sunny Slope Drive
Bridgeton, New Jersey 08302

One (1) - 500 gallon tank (automatic fill)

Invoice to: Cumberland County Detention Center
135 Sunny Slope Drive
Bridgeton, New Jersey 08302

3. **Weights & Measures Building**
East Commerce Street
Bridgeton, New Jersey 08302

One (1) - 275 gallon tank (automatic fill)

Invoice to: Cumberland County Weights & Measures
790 East Commerce Street
Bridgeton, NJ 08302
4. **Cumberland County Superintendent of Schools**
19 Landis Avenue
Bridgeton, New Jersey 08302

One (1) - 500 gallon tank (automatic fill)

Invoice to: Cumberland County Supt. of Schools
19 Landis Avenue
Bridgeton, NJ 08302
5. **Cumberland County Prosecutor's Office**
43 Fayette Street
Bridgeton, New Jersey 08302

One (1) - 500 gallon tank (automatic fill)

Invoice to: Cumberland County Prosecutor's Office
43 Fayette Street
Bridgeton, NJ 08302
6. **Cumberland County Maintenance Shop**
189 Trench Road
Bridgeton, New Jersey 08302

Two (2) - 275 gallon tanks (automatic fill)

Invoice to: Buildings & Grounds Department
189 Trench Road
Bridgeton, NJ 08302
7. **Cumberland County Emergency Management Warehouse**
800 E. Commerce Street
Bridgeton, New Jersey 08302

One (1) - 275 gallon tank (automatic fill)

Invoice to: Cumberland County Emergency Management
R.D. #8, Box 46
Bridgeton, NJ 08302

COOPERATIVE MEMBERS DELIVERY LOCATIONS

1. **Greenwich Township Board of Education**

Billing Address: 839 Ye Greate Street
Greenwich, NJ 08323

Total Estimated Quantity Range: 0 – 2,600 gallons

Delivery Location: Same address as above.
Tank Size: Two (2) - 275 gallon

2. **Maurice River Township**

Billing Address: P.O. Box 218
Leesburg, NJ 08327

Total Estimated Quantity Range: 0 – 2,250 gallons

Delivery Locations:

- a) Maurice River Township Public Works Garage
554 Main Street
Leesburg, NJ 08327
Tank Size: One (1) - 275 gallon (automatic delivery)
- b) Port Elizabeth Public Library
34 Broadway
Port Elizabeth, NJ 08348
Tank Size: One (1) - 275 gallon (automatic delivery)
- c) Municipal Building - South
4507 Route 47
Delmont, NJ 08314
Tank Size: One (1) - 500 gallon (automatic delivery)

3. **City of Millville**

Billing Address: P.O. Box 609
Millville, NJ 08332

Total Estimated Quantity Range: 0 – 2,600 gallons

Delivery Locations:

- a) Millville Streets and Roads Department
Ware Avenue
Millville, NJ 08332
Tank Size: One (1) - 275 gallon (automatic delivery)
- b) Millville Water Pumping Station
Ware Avenue
Millville, NJ 08332
Tank Size: One (1) - 600 gallon (automatic delivery)

4. **Commercial Township**

Billing Address: 1768 Main Street
Port Norris, NJ 08349

Total Estimated Quantity Range: 0 – 4,500 gallons

Delivery Location: Same address as above.
Tank Size: One (1) – 1,000 gallon

5. **Cumberland County Improvement Authority**

Billing Address: 2 North High Street
Millville, NJ 08332

Total Estimated Quantity Range: 0 – 17,600 gallons

Delivery Locations:

- a) Solid Waste Complex Administration Building
169 Jesse Bridge Road
Rosenhayn, NJ 08362
Tank Size: One (1) – 2,000 gallon (automatic delivery)
- b) Solid Waste Complex Pretreatment Facility
169 Jesse Bridge Road
Rosenhayn, NJ 08362
Tank Size: One (1) – 2,000 gallon (automatic delivery)

County of Cumberland Annual Usage Estimates: For the purposes of this bid, the County estimates purchasing approximately 30,000 gallons of # 2 Fuel Oil for this two (2) year agreement.

Cooperative Participants Annual Usage Estimates: For the purposes of this bid, the County estimates that the cooperative participants who have provided fuel usage estimates as described and listed herein shall purchase approximately 59,100 gallons of # 2 Fuel Oil for this two (2) year agreement.

Estimated annual total delivery requirements for the County plus all cooperative participants who have submitted fuel usage estimates for this agreement is 89,100 gallons for this two (2) year agreement.

The County and cooperative participants reserves the right to order fuel in any quantity that they deem necessary, and at no additional charge, particularly in anticipation of an emergency condition or threatening weather.

In the event of an allotment reduction or a terminal supplier fuel shortage, the contractor shall make it his primary responsibility to supply the gasoline and diesel fuel as required by the County and participating Cooperative members.

13. RESPONSE TIME FOR DELIVERY OF FUEL

When the contractor is contacted by an authorized department or participating cooperative member to deliver fuel as described herein, the response time, that is, the time that the telephone call is received at the contractor's business location to the time that fuel delivery truck arrives at the requesting department's location, **shall be no more than twenty four (24) hours.**

14. COUNTY OF CUMBERLAND BUSINESS HOURS

For the purposes of this agreement, normal business hours for the County of Cumberland are Monday through Friday, 8:30 AM to 3:30 PM, excluding holidays observed by the County.

15. CONTRACT MANAGEMENT

The Cumberland County Maintenance Department shall be authorized to arrange with the contractor for services described herein, and required by the County of Cumberland, and specific questions by the contractor concerning the performance of the services described herein shall be directed to the Cumberland County Maintenance Supervisor or his designee.

Questions and communications regarding the County of Cumberland requirements of this contract, once awarded, shall be directed to the Cumberland County Maintenance Department, 189 Trench Road, Bridgeton, New Jersey, as follows:

Richard Lupson, Cumberland County Maintenance Supervisor
Telephone (856) 453-2103

16. PAYMENT

Each participating cooperative member shall be responsible for payment to the contractor(s) for fuel supplied to them.

For County of Cumberland fuel purchases, payment for delivery of products will be made within seven (7) days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery. Bills are to be presented to the various institutions (in duplicate) on County billing forms on or before the third day of the month after delivery of the products is made.

17. BID DOCUMENT INFORMATION

County of Cumberland Requirements: Bidders are instructed to indicate in the area provided on the Official Bid Document the lowest posted Newark, New Jersey, Harbor District, Reseller Rack Price per gallon for # 2 Fuel Oil as printed in the Journal of Commerce on the week beginning Monday, October 4, 2010. Bidders are then instructed to indicate in the appropriate area of the Official Bid Document their fixed, per gallon delivery charge for delivering that fuel as described in this Bid Specification. Bidders shall also indicate whether their per gallon delivery charge shall be at a plus or minus rate by circling the appropriate response on the Official Bid Document. If there is no indication whether the per gallon delivery charge is either plus or minus, lack of that indication shall be taken to mean that the per gallon delivery charge shall be at a plus rate. Bidders shall add the Newark Harbor District Rack Reseller Prices for the fuel to their plus or minus per gallon delivery charge and indicate that total in the (C) Net Delivered Price per Gallon area of the Official Bid Document. Bidders shall then multiply (C) their Net Delivered Price per Gallon times the number of gallons of estimated usage to indicate their Total Price for the fuel for the County of Cumberland requirements.

Participating Cooperative Members Requirements: Bidders are instructed to indicate in the area provided on the Official Bid Document the lowest posted Newark, New Jersey, Harbor District, Reseller Rack Price per gallon for # 2 Fuel Oil as printed in the Journal of Commerce on the week beginning Monday, October 4, 2010. Bidders are then instructed to indicate in the appropriate area of the Official Bid Document their fixed, per gallon delivery charge for delivering that fuel as described in this Bid Specification. Bidders shall also indicate whether their per gallon delivery charge shall be at a plus or minus rate by circling the appropriate response on the Official Bid Document. If there is no indication whether the per gallon delivery charge is either plus or minus, lack of that indication shall be taken to mean that the per gallon delivery charge shall be at a plus rate. Bidders shall add the Newark Harbor District Rack Reseller Prices for the fuel to their plus or minus per gallon delivery charge and indicate that total in

the (C) Net Delivered Price per Gallon area of the Official Bid Document. Bidders shall then multiply (C) their Net Delivered Price per Gallon times the number of gallons of estimated usage to indicate their Total Price for the fuel for the Participating Cooperative Members requirements.

Bidders shall list their Source of Supply, Trade Name/Brand Name of Supply and the Location of their Bulk Storage Tanks on the Official Bid Document.

Bidders shall indicate in the appropriate area of this Bid Document whether they will extend the prices that they have indicated in the section for Participating Cooperative Members requirements to those members of the Cumberland County Cooperative Contract Purchasing System who have not submitted usage estimates which estimates would therefore not be included in this bid document but who may wish to enter into a contract at a later date.

18. CONTRACT AWARD

The County of Cumberland shall award a contract to the vendor offering the lowest delivery costs for supplying and delivering # 2 Fuel Oil for the County of Cumberland requirements as described herein.

Additionally, the County of Cumberland shall declare as winning bidder the vendor offering the lowest delivery costs for supplying and delivering # 2 Fuel Oil for the cooperative members requirements as described herein.

If variations in the rack reseller price are provided by bidders in the Official Bid Sheet and those variations would cause the total price for individual fuels to be improperly evaluated, such variation shall be cause for the Purchasing Agent to determine a constant price per gallon which when added to the per gallon delivery charge that each bidder has bid, would yield a constant net delivered price per gallon enabling the accurate determination of a low bidder. The bidder's response to the questions included in this Bid Specification must be acceptable to the County.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill the requirements of these specifications and any future service requirements.

The County additionally reserves the right to reject all bids should they exceed the combined delivery charge plus fuel charge available from an authorized New Jersey State contract vendor.

The County further reserves the right to use an authorized New Jersey State contract vendor at any time during the term of this contract should their combined

delivery charge plus fuel charge be less than that obtained pursuant to this request for bids.

The County shall notify all participating and interested entities of the bid results obtained pursuant to the public opening herein scheduled, and shall additionally identify the vendor to whom the County intends to award a contract and which vendor will be declared the winner for cooperative fuel requirements. It shall be the responsibility of the winning vendor to contact said cooperative members and to forward any required documentation necessary to enter into any contracts directly to each individual member. Contract documentation for participating cooperative members shall not be sent to the County for consequent distribution to participating entities.

19. CONTRACTOR REQUIREMENTS

The successful bidder (contractor) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the County.

The contractor and his employees engaged in performance of work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the County and the acts and omissions of such employees shall be deemed to those of the contractor. The contractor shall hold harmless the County and its employees from and against any and all losses, claims, demands, judgments, cost and expenses of every nature of any kind, arising out of or incidental to or in any way resulting from the acts or omission of the contractor or his employees while acting within the scope of their employment.

Contractors shall be paid for performance of the services as described and allowed herein, and as mutually agreed to, and shall not seek, and shall not be reimbursed, for any fee or service not described or allowed in this specification or mutually agreed to, including but not limited to, tolls, mileage fees, overtime rates, etc.

The contractor shall familiarize himself, in detail, with the total requirements of this contract and shall be required to closely monitor and inspect all work to insure compliance with these requirements.

20. APPLICABLE LISTINGS, CODES, STANDARDS

All materials/services provided pursuant to this contract award and as specified herein, shall comply with all current codes and standards for this jurisdiction.

All materials/services provided pursuant to this project shall comply with all applicable requirements of Federal, State, and other local codes and authorities having jurisdiction.

21. SUBMITTAL DOCUMENTS REQUIREMENTS

It shall be the responsibility of the bidders to familiarize themselves with the documentation required by all authorities having jurisdiction and approval for this project, which approval may be required prior to commencement of any work.

22. EXAMINATION OF DOCUMENTS

Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and the proposed work and by such other means as it may select, of the character, quality and extent of work to be performed and the conditions under which the contract is to be executed.

Each bidder shall examine the specifications and all other data or instructions pertaining to the work required for this contract. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the County of Cumberland as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves prior to bidding.

23. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

24. QUESTIONS

Questions concerning this specification must be submitted in writing to the Purchasing Office by 12:00 P.M. (noon) on Tuesday, September 28, 2010. Questions may be faxed to (856) 451-0967. Questions received after this date/time will not be answered.