

May 10, 2008

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:30 p.m., Friday, May 23, 2008** for:

**REFRIGERATION TECHNICIANS TO RECOVER CFC'S
FROM REFRIGERATION APPLIANCES**

Specifications are available at the Purchasing Department at the above address during regular office hours and online at www.oswegocounty.com . Bids will be publicly opened and read aloud at the Purchasing Department at the above date, time and place.

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

Fred M. Maxon
Director of Purchasing

BID #13-08
INFORMATION FOR BIDDERS
SECTION 1 - GENERAL CONDITIONS

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: **BID # 13-08 RECOVER CFC'S**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE FOR WHICH THE EQUIPMENT 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No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.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 -

BID #13-08

SECTION 2 – SPECIAL CONDITIONS

RECEIPT AND OPENING OF BIDS

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened. No bidder may withdraw a bid within forty-five (45) days after the actual date of opening.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the bidder.

BIDDER'S RESPONSIBILITY FOR PROPOSAL

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 proposal.

EVIDENCE OF ABILITY TO DO WORK

Bidders must furnish a list of customers for which they now provide a similar service. No bid will be accepted from any individual partnership or firm that cannot show that they have been engaged in this type endeavor. **Certification number with copy shall be provided with bid.**

COMPLAINT AND WORK AREAS

Complaints will be handled within twenty-four (24) hours. The successful bidder will accept space and facilities provided by the County for removal of refrigerated gases.

LABOR, SUPPLIES, EQUIPMENT, ETC.

The successful bidder shall furnish all labor, supplies, equipment, etc. necessary to perform the described removal of refrigerant gases.

SPECIFICATIONS DISCREPANCY

Should a Bidder find a discrepancy in, or omissions from the specifications, requirements for contract, or bid proposal form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Department, who will send written instructions to all bidders. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders. The County will not be responsible for any oral instructions.

REJECTION OR ACCEPTANCE OF BID

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to readvertise for bids if desired, and to accept the bid(s) which, in the judgement of the County, is deemed the most advantageous for the public and the County. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity to readvertisement.

AWARD

The award will be made by region or county-wide to the contractor(s) with the lowest price meeting specifications.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and the delivery of the required Certificates of Insurance by the successful bidder to the County and the approval thereof by the County's attorney, the successful bidder will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Department.

PRICING

All prices are to be quoted firm against increase for a minimum of one (1) year from the effective date.

LICENSE AND PERMIT REQUIREMENT

Contractor shall agree to maintain continuously applicable State, County, City and Federal licenses and permits. The County reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The bidder shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

ASSIGNMENT AND SUBLETTING

The Contractor shall not assign, transfer, sublease, pledge, hypothesize, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

CERTIFICATIONS

The successful bidder shall place a certification label on each unit that refrigerant gases have been removed. The label shall indicate date of removal. Contractor's name, certification number and serial number of unit. Sample label shown below. Provide a log sheet of serial numbers of all units evacuated at Oswego facilities.

SAMPLE CERTIFICATION STICKER

REFRIGERANT REMOVED-SALVAGE READY

DATE _____

CONTRACTOR NAME

CERTIFICATION # _____

SERIAL # OF UNIT _____

RIGHT OF INGRESS AND EGRESS

Contractor agrees to abide by the rules and regulations promulgated by the Owner from time to time for the use of the County Transfer Stations, and subject to such regulations, Contractor, his agents and servants, invitees and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises.

REQUIREMENTS OF CONTRACT

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

METHOD OF PAYMENT

Oswego County Department of Solid Waste will approve invoices for payment on a monthly basis after the CFC's service has been satisfactorily completed. Invoices shall be mailed monthly to the appropriate agency.

CONTRACT PERIOD

The term of the Contract shall be effective June 1, 2008 through May 31, 2010 and may be renewed for two (2) additional year, at the same terms and conditions and bid price by mutual agreement between both parties.

EMPLOYMENT OPPORTUNITY CLAUSE

Oswego County has formulated an affirmative action plan establishing equal employment opportunity provisions. Subject contractors, vendors and suppliers agree that they will, in good faith, attempt to achieve compliance with equal employment opportunity laws and regulations.

DEFAULT

Provided always, these entire agreements are upon this condition, that if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

CANCELLATION

- A. This Contract may be cancelled by either party with good cause (not in an arbitrary or capricious manner) during the term of the Contract upon fifteen (15) days written notice, stating the reason for such cancellation. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.
- B. Upon termination, the County shall pay all amounts up to the effective date of termination. The Contractor shall not be entitled to any monies for portions of work remaining in the uncompleted Contract agreement. The Contractor shall turn over and deliver to the County, all technical data and other information and materials relating to the terminated services, which are within the Contractor.

- END OF SECTION 2 -

BID #13-08

**REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES
SPECIFICATIONS**

GENERAL: The Oswego County Purchasing Department is accepting bids from certified qualified refrigeration repair technicians, to properly recover CFC's (chlorofluorocarbons) from refrigeration appliances collected at county transfer stations.

The Oswego County Department of Solid Waste seeks a certified contractor (or contractors) to provide bid(s) for the removal of refrigerant gases, as per state and federal guidelines, from refrigerated units that are received at the five Oswego County Transfer Stations. Locations are: State Route 3, Volney; County Route 7, Hannibal; State Route 11, Hastings; East Seneca Street, Oswego; County Route 2A, Pulaski. The regions shall be as follows:

Region 1	Oswego Transfer Station (Approximately 13 Units/Week)
Region 2	Bristol Hill and Hannibal Transfer Stations (Approximately 5 Units/Week)
Region 3	Hastings and Pulaski Transfer Stations (Approximately 6 Units/Week)

Contractors shall be certified and use certified equipment; shall be responsible for recycling/disposal of recovered gases; shall be available on a weekly basis to avoid accumulation of units at transfer stations; shall provide certification sticker and log sheet for each unit evacuated.

“Appliances” are defined as: refrigerators, freezers, air conditioner units, packaged thermal heat pumps, dehumidifiers, ice makers, vending machines, water coolers and other refrigerated units.

All prices must be bid on a per unit rate which includes labor and materials to recover CFC's, travel, mileage, certification that all units are salvage ready, and all other related expenses.

The successful bidder(s) shall maintain written records for removal and recycling/disposal of recovered gases. Copy of records shall be provided upon request by the Oswego County Division of Solid Waste.

All deviations from bid specifications must be noted.

END OF SPECIFICATIONS

BID #13-08
REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES

SECTION 3 - INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE DIRECTOR OF THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department
46 East Bridge Street

CERTIFICATE OF INSURANCE

THIS CERTIFIES to the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York 13126 that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS _____
 OF INSURED: _____
 COVERING: # 13-08 Recover CFC's from Refrigeration Appliances _____

KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
(X) Workers' Compensation			Statutory
(X) Disability Benefits Law			Statutory
(X) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to the Oswego County Purchasing Department.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
7. Automobile liability coverage applies to owned, non-owned and hired vehicles.
8. A cross liability endorsement is provided in the CGL and auto policies.
9. The CGL and auto policies have been endorsed to include the County of Oswego as an additional insured.

Name of Insurance Agency

Signature of Authorized Representative

Address of Insurance Agency

Telephone Number

Date

**COUNTY OF OSWEGO
PURCHASING DEPARTMENT
VENDOR BID REPLY SHEET**

BID #13-08

**REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES**

Bids are due at **2:30 p.m., Friday, May 23, 2008** at the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York 13126.

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

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for **Recovery of CFC's from Refrigeration Appliances** as recited in the specifications and offers to furnish the services **per unit** by Region for the NET COST OF:

Region 1 _____ DOLLARS (\$ _____)

Region 2 _____ DOLLARS (\$ _____)

Region 3 _____ DOLLARS (\$ _____)

County-Wide _____ DOLLARS (\$ _____)

Federal ID # _____ Certification # _____
(attach copy of certification)

The undersigned declares that he has examined the Notice, Information, Specifications and Proposal and will furnish equipment, materials or services in compliance with same for the price set forth.

Type or Print Name

Company

Title

Address

Authorized Signature

Date

() / ()
Telephone Number / Fax

BID #13-08
REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES
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

BID #13-08
REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES

VENDOR INFORMATION REQUIREMENTS

IN ADDITION TO THE INFORMATION SUPPLIED ON THE BID SHEET, 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 () _____

WARRANTY SERVICE WILL BE PROVIDED BY:

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 #13-08
REFRIGERATION TECHNICIANS TO RECOVER
CFC'S FROM REFRIGERATION APPLIANCES

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