

May 21, 2010

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, June 11, 2010** for the purchase of:

HYDRATED LIME

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. and online at www.oswegocounty.com/purchasing. Bids will be publicly opened and read aloud in the Purchasing Department at the above date, time and place.

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

Fred M. Maxon
Purchasing Director

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 #30-10 Hydrated Lime**

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No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.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

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or bid forms, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. If deemed necessary by the Purchasing Director, written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors.

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 #30-10

**ENERGY RECOVERY FACILITY
SPECIFICATION FOR HYDRATED LIME**

GENERAL

Oswego County will receive bids for Hydrated Lime (Lime) for the Oswego County Energy Recovery Facility. The Lime will be used for slurry injection for the purpose of scrubbing acids from fluegas in Spray Dry Absorber vessels.

MATERIALS

Lime must, at a minimum, meet the following chemical and physical properties:

Total CaO	73.5%
Available CaO	72%
MgO	0.9%
SiO ₂	0.7%
Free H ₂ O	0.5% Maximum
Ca(OH) ₂	96.0% Minimum
Screen Analysis:	
Minus 325 Mesh	94.0% Minimum
Minus 200 Mesh	98.5% Minimum
Minus 100 Mesh	99.9% Minimum
Minus 60 Mesh	100% Trace
Mean Particle Size Range	5 to 10 Micron
Density	20 to 40 lb/ft ³

QUANTITY

For the purpose of establishing low bid and to provide the supplier an approximate amount of Lime purchased, the County estimates it will purchase 800 tons (2000 lb./ton) over a one (1) year period. This amount is an estimate only and does not bind the County in any way to purchase this amount. Actual purchase of material may be less or exceed the estimated 800 tons.

DELIVERY

Delivery of Lime shall be in bulk form. Lime transport trucks must be equipped with a pneumatic unloading system to unload Lime into the County's silo by it's own means. Truckloads shall not exceed twenty (20) tons of lime per delivery. Any weight over 20 tons may be rejected at no additional cost to the County. Unloading of loads exceeding 20 tons (if possible) may cause delays to the unloading, also at no additional cost to the County. The load restrictions are due to limited silo capacity. Supplier must be able to deliver within one (1) working day after receipt of order (verbal or fax). A four (4) inch quick disconnect unloading point, with unloading station control, will be available for use by the delivery truck.

AWARD

Award shall be made to the lowest bidder who provides the product specified above. Low bidder will be established based on the lowest price per ton of Hydrated Lime delivered and as specified herein.

PRICING

Price is to be quoted firm against increase and shall include freight and delivery to the Oswego County Energy Recovery Facility, State Route 481, Fulton, NY 13069.

CONTRACT PERIOD

The terms of this contract shall be effective July 1, 2010 through June 30, 2011 and may be renewed for one (1) additional year, at the same price, by mutual agreement between both parties.

GUARANTEE

All bidders shall submit with their bid, their complete warranty, including the limits of liability. Bidders must include the manufacturers brochures and detailed specification sheets.

MATERIALS QUALITY

All materials delivered by the successful bidder are to be new unused and first quality. No rejects, seconds or low quality material is acceptable. Any material delivered which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the County, may be retained and, if necessary, used until it is replaced, at no charge, with satisfactory material. **Sizing is critical for usability of the product in the County's process. Any contamination with oversized product or contamination from the shipper's truck may be cause for rejecting a load.**

METHOD OF PAYMENT

Payment shall be made at the contract price after each delivery. Invoice shall be based on the net delivery amount. Delivery trucks must be weighed before and after unloading at the Facility on the County's sealed scales located at the Facility, this is only for verification of vendors invoice weight. Invoices shall be sent promptly after each delivery to the ERF which is also the agency placing the order.

PURCHASE ORDERS

Purchase orders will be placed on an as needed basis during the twelve (12) month contract period.

CANCELLATION

This Contract may be canceled by either party with good cause (not an arbitrary or capricious manner) during the term of the Contract upon sixty (60) days written notice, stating the reason for such cancellation.

Any such notice must be sent by registered mail or may be given personally to an officer of the respective parties.

Any deviations from bid specifications must be noted with bid.

VENDOR BID REPLY SHEET

BID #30-10

HYDRATED LIME

Bids are due at **2:30 P.M., Friday, June 11, 2010** at the Oswego County Purchasing Department in the County Office Building (3rd Floor), 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 purchase of **Hydrated Lime** as recited in the specifications and offers to furnish the equipment, materials or services for the NET COST OF:

PRICE PER TON:

_____ DOLLARS (\$_____)

WARRANTY INFORMATION: _____

DEVIATIONS FROM BID SPECIFICATIONS: _____

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

Type or Print Name

Company

Title

Address

Authorized Signature

()

Date

Telephone Number

Bid #30-10 Hydrated Lime

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 #30-10 Hydrated Lime

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 _____, 2010.

Secretary

(Seal of Corporation)

**BID #30-10
HYDRATED LIME**

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 #30-10
HYDRATED LIME**

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 #30-10
HYDRATED LIME**

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