

June 2, 2009

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 19, 2009** for the:

Sale of Collected Automotive Fluids

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

BID #22-09

SALE OF Collected Automotive Fluids

GENERAL CONDITIONS:

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT IN A SEALED ENVELOPE AS FOLLOWS: **BID #22-09 SALE OF Collected Automotive Fluids.**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE STATED, BUT ALTERNATE PROPOSALS 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.

No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

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 Director, 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 Owner will not be responsible for any oral instructions.

LICENSE REQUIREMENTS

The successful bidder(s) shall agree to maintain continuously all applicable state, county, city and federal licenses for scrap metals.

CONTRACT PERIOD

If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the Owner for a one (1) year period and may be extended for one (1) additional year at the same bid price, by mutual agreement between both parties (Owner and Vendor or Contractor). The contract shall be effective July 1, 2009 through June 30, 2010.

CANCELLATION

This contract may be canceled by either party with good cause (not in 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 given personally to an officer of the respective parties.

ASSIGNMENT

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

PRICING

All prices are to be quoted firm against decrease for one (1) year from the effective date. All sales are subject to sales tax (unless tax exempt organization).

METHOD OF PAYMENT

Payments shall be made monthly at the bid price for the materials provided and verified by the Oswego County Department of Solid Waste. An invoice shall be sent monthly by the County to the Contractor.

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.

REQUIREMENTS FOR CONTRACT

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

OTHER CONDITIONS

The Contractor agrees to purchase automotive fluids from any towns, villages and cities in Oswego County, who desire, according to the terms and conditions of these specifications at the same unit prices.

OSWEGO COUNTY DEPARTMENT OF SOLID WASTE

Bid #22-09

Collection of Waste Oils

Scope of Services

The contractor shall provide the County with professional services and/or goods as follows:

1. The Contractor agrees to collect on a scheduled basis, or as needed, used oil from the County. The Contractor agrees to recycle and/or legally dispose of the used oil in accordance with all applicable state, federal and local regulations. The preference of the County is to recycle used oil. The County has generated approximately 20,000 to 25,000 gallons of waste oil per year. (There is no guarantee for the amount of oil collected.)

2. The Contractor agrees to pay the County on a per gallon basis for oil pickup at the County's collection sites as listed herein. Pick-up of used oil shall be for not less than 125 gallons and not more than 500 gallons. Pick-up can normally be scheduled at three-week intervals. The Contractor at each pick-up site shall perform a "Total Chloride" test to determine if the oil contains more than 1000 ppm halogenated solvents at no charge to the County. When a tank tests in excess of 1000 ppm of Chlorides, the Contractor shall notify the Attendant and the County will take responsibility to dispose of the oil as hazardous waste.

Collection Sites

Bristol Hill Transfer Station – 3125 State Rte. 3, Fulton, NY
Hannibal Transfer Station – 1167 Co. Rte. 7, Hannibal, NY
Hastings Transfer Station – 1391 US Rte. 11, Hastings, NY
Oswego Transfer Station – 700 East Seneca St., Oswego, NY
Pulaski Transfer Station – 100 Co. Rte. 2A, Pulaski, NY

Insurance

The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual and personal injury coverage with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

Contract Period

The term of the contract shall be for one (1) year beginning July 1, 2009 and may be renewed for two additional one (1) year periods, at the same terms and conditions and price quoted, by mutual agreement between both parties.

SALE OF SCRAP METALS

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
Oswego, NY 13126

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: Bid #22-09 Sale of Collected Automotive Fluids

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 1,000,000OCC/ \$1,000,000 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy
() Owner's Protective Liability			CSL of \$1,000,000 per OCC in 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

BID #22-09

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

BID #22-09

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 22-09

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 of Print Name

Company

Title

Address

Authorized Signature

(_____) _____

Date

Telephone Number