

May 29, 2009

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2 p.m. Friday, June 19, 2009** for:

**CEMS AUDIT- ENERGY RECOVERY FACILITY**

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](http://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  
Purchasing Director

## SECTION 1 - GENERAL CONDITIONS

Bids must be submitted to the Oswego County Purchasing Department marked in a sealed envelope as follows:

### Bid #21-09 CEMS Audit

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.

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 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.

Specifications and/or brand names of manufacturer(s) may be quoted in this bid for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. This is not to be construed as limiting the competition or excluding bids. Proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item will be given full consideration.

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

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 INFORMATION FOR BIDDERS**

### **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. Bids may not be withdrawn within forty-five (45) days after the actual date of opening. Facsimile transmitted bids are not acceptable and will be rejected.

Bids delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.

### **VENDOR'S RESPONSIBILITIES**

It is the Vendor's responsibility to meet the entire intent of these specifications. Vendors shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their bid. Failure on the part of any Vendor to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Vendor did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the BID.

It is the responsibility of each Vendor to:

- Examine the bid documents thoroughly;
- Consider federal, state and local laws and regulations that may affect the bid;
- Study and carefully correlate Vendor's observations with the BID document;
- Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work.

### **SPECIFICATIONS DISCREPANCY**

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or BID form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County 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 County will not be responsible for any oral representations or instructions.

### **SCOPE PARAMETERS**

If a Vendor identifies an additional element not included in this BID, which in its judgment would be essential to accomplish the intended objectives as articulated in this BID, the Vendor should identify this element in its bid and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Vendor identifies a task within the BID that it believes could be modified or deleted without impacting the objectives of the BID, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

### **INDEMNIFICATION**

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct

itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

### **LAWS, CODES & REGULATIONS**

The Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the bid.

### **ASSIGNMENT & SUBLETTING**

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor's bid, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The contractor shall not assign, transfer, sub-lease, 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.

### **NON-WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

### **EXECUTORY CLAUSE**

It shall be understood by and between the parties that the contract shall be deemed executory to the extent of the monies available to the County for said purpose, and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

### **PERTAINING TO GENERAL MUNICIPAL LAW**

The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

### **IDENTIFICATION**

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;

Where the contractor is a partnership, at least one general partner must sign;

Where the contractor is a sole proprietor, the owner of the company must sign;

All signatures on bids, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

## **VALIDITY OF PROVISIONS**

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.

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.

## **NON-COLLUSION**

Pursuant to Section 103D of the General Municipal Law, each Vendor must submit an affidavit of non-collusion signed by an officer of the company.

## **LICENSE AND PERMITS**

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

## **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 re-advertise for bids if desired, and to accept the bid which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any bid that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced bids, may be cause for rejection. An unbalanced bid is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

## **TAXES**

The County is exempt from payment of taxes imposed by the Federal Government and/or the State of New York. The successful Vendor is responsible for all applicable state, local and federal taxes.

## **CANCELLATION**

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, the may be determined to be in breach and the contract may be terminated by giving written notice to the Vendor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.

The Vendor understands that the contract may be terminated due to non-appropriation of funds.

END OF SECTION 2

## *Bid Specification*

### **Stack Test and CEMS Auditing**

#### GENERAL

The Oswego County Energy Recovery Facility (OCERF) is accepting bids for Stack Testing and quarterly and annual Relative Accuracy testing in accordance with 40 CFR 60 in general and subpart BBBB specifically (this facility is a Class II MWC). The Contractor shall be responsible for writing protocols for all required testing for review and acceptance by the OCERF as well as the Regional Air Pollution Control Engineer (RAPCE), Region 7. The Contractor must provide all labor, materials, equipment and certifications required, evaluations and analytical work to perform the testing. The Contractor shall be responsible for reporting all test results in a format acceptable to the OCERF and the RAPCE.

#### DESCRIPTION OF THE WORK

##### I. Stack Testing

Stack testing shall be conducted for emissions as listed herein and per the requirements of 40 CFR 60, subpart BBBB for Class II, existing small municipal waste combustion units. Emissions testing shall be in accordance with the pertinent sections of the subpart and as listed in the appropriate tables of the Subpart BBBB appendices. Testing of Nitrous Oxides is not required for Class II MWC's. Testing for SO<sub>2</sub> and Carbon Monoxide shall be conducted using the facilities CEMS. The CEM shall be RATA certified as required by this contract at the same time the stack test is performed.

Stack testing must be performed on each of the two flues at this facility. Each stack test for all pollutants shall consist of at least three test runs as specified in 40 CFR 60.8.

Emissions data shall be obtained for NOX, NO<sub>2</sub> and CO<sub>2</sub> for the purpose of determining annual mass emission rates of these pollutants. Testing for these parameters are not a requirement of the facility permit or regulation and are for informational purposes only.

All test methods as listed in the pertinent tables must strictly be followed.

**Stack Test Requirements**  
(as per 40 CFR 60 subpart BBBB)

<b>To measure the following pollutants</b>	<b>Use the following methods in appendix A of part 60 to determine the sampling location</b>	<b>Use the following methods in appendix A of part 60 to measure pollutant concentration</b>	<b>Also note the following additional information</b>
Organics Dioxins/Furans	Method 1	Method 23 a	The minimum sampling time must be 4 hours per test run while the municipal waste combustion unit is operating at full load.
Metals Cadmium	Method 1	Method 29 a	Compliance testing must be performed while the municipal waste combustion unit is operating at full load.
Lead	Method 1	Method 29 a	Compliance testing must be performed while the municipal waste combustion unit is operating at full load
Mercury	Method 1	Method 29 a	Compliance testing must be performed while the municipal waste combustion unit is operating at full load
Opacity	Method 9	Method 9	Use Method 9 to determine compliance with opacity limits. 3-hour observation period (thirty 6-minute averages).
Particulate Matter	Method 1	Method 5 or 29	The minimum sample volume must be 1.0 cubic meters. The probe and filter holder heating systems in the sample train must be set to provide a gas temperature no greater than 160 ±14°C. The minimum sampling time is 1 hour.
Acid Gases (b) Hydrogen Chloride	Method 1	Method 26 or 26A (a)	Test runs must be at least 1 hour long while the municipal waste combustion unit is operating at full load.
Other Fugitive Ash	Not applicable	Method 22 (visible emissions)	The three 1-hour observation period must include periods when the facility transfers fugitive ash from the municipal waste combustion unit to the area where the fugitive ash is stored or loaded into containers or trucks.

sulfur dioxide	CEM	(a)	(b)
carbon monoxide	CEM	(a)	(b)
Carbon dioxide	CEM	(a)	( c )
NOX	CEM	(a)	( c )
NO2	CEM	(a)	( c )

- (a) Must simultaneously measure oxygen using Method 3A or 3B in appendix A of part 60.
- (b) Use CEMS to test sulfur dioxide and carbon monoxide. Stack tests are not required except for quality assurance requirements in Appendix F of part 60.
- ( c ) Contractor to use certified CEM to measure and report quantities of NOX, NO2 and CO2. Report emissions of the gasses in g/sec.

**CEMS EVALUATIONS**

Annual and quarterly evaluations shall be performed of CEMS that monitor oxygen, sulfur dioxide, carbon dioxide and opacity.

For annual evaluations, collect data concurrently using oxygen, sulfur dioxide and carbon monoxide continuous emissions monitoring systems in accordance with the appropriate test methods specified in Table 6 and Table 7 of 40 CFR 60 subpart BBBB. Collect the data for the annual evaluation of the CEMS following the applicable performance specifications in appendix B of 40 CFR 60.

For quarterly accuracy determinations follow the quality assurance procedures in relevant appendices of 40 CFR part 60 for each continuous emission monitoring system.

CEMS Information

Parameter	SO <sub>2</sub>	CO	O <sub>2</sub>	Opacity*
Manufacturer	Thermo Environmental Instruments	Thermo Environmental Instruments	Ametek	Thermo Environmental Instruments
Model	43C	48C	CEM/02	400B
Detection Method	Ultraviolet Spectroscopy	Non-Dispersive IR	Zirconium Oxide Cell	Optical Attenuation (Calibration Error)
Instrument Span	100 ppm	100 ppm	25%	100%

\*OCERF will provide a set of certified filters for the Contractors’ use.

**SITE ACCESS**

The flues to be tested are equipped with test ports accessible from a stack platform. The platform can be accessed via a stairway in the building. Vehicles can be parked adjacent to the stack.

A site visit can be arranged prior to the bid date by contacting Frank Visser at (315) 591-9280.

**TEST PROTOCOL**

The Contractor shall prepare a test protocol for review and approval by OCERF and the DEC. Stack testing cannot commence without an approved protocol.

The protocol shall consist at a minimum of a description for test objectives, key project personnel and a brief process description; sampling methods and analytical procedures; quality control and quality assurance procedures that will be followed to meet data quality objectives.

Any pertinent OCERF process and/or equipment data needed will be provided for the Contractors use.

The protocol must be submitted at least six (6) weeks before the date of the start of the stack test. A separate test protocol for annual RATA and quarterly RA evaluations in accordance with the methods outlined in 40 CFR 60 subpart BBBB must be submitted.

### STACK TEST REPORT

The Contractor shall provide the test report in triplicate. The test report must include the following items:

- a. The results of the stack tests for eight pollutants or parameters: Dioxin/Furans; Cadmium; Lead; Mercury; Opacity; Particulate Matter; Hydrogen Chloride; Fugitive Ash. Results must be submitted in the appropriate units and be compared to the limits as outlined in 40 CFR 60 subpart BBBB. The contractor must provide, for each parameter, a step by step explanation of the calculations performed to arrive at the emission rates reported
- b. Results of the CEM measurements for CO<sub>2</sub>, NO<sub>X</sub> and NO<sub>2</sub> in grams per second.
- c. Test report documenting the stack test including supporting documentation.
- d. The emission levels measured on the date of the RATA evaluation of the continuous emission monitoring systems.
- e. Incorporate plant-operating data for: load level of the MWC's during testing; baghouse inlet temperature during testing; carbon feedrate during testing. This information will be collected and provided by OCERF for the Contractors' use.

### CEMS EVALUATION REPORT

The Contractor shall provide separate reports in triplicate for the annual RATA evaluation and the quarterly RA evaluations for the CEMS and COMS for both flues as described herein. Report all pertinent test data as required, to show compliance with the appropriate section of the regulations. This includes but is not limited to equipment and methods used, certifications for equipment and calgas used and test data.

### TESTING SCHEDULE

Annual RATA evaluation and stack testing shall take place from Sept 21 through Sept 25, 2009.

Quarterly RA evaluations shall take place during the 4<sup>th</sup> quarter of 2009 and 2010, 1<sup>st</sup> Quarter 2010, and 2<sup>nd</sup> quarter 2010. RATA for the 3<sup>rd</sup> quarter 2010.

Reports for RATA and stack testing must be submitted within 35 days of the end of the test. Quarterly RA reports must be submitted within 30 days of the evaluation.

## QUALIFICATIONS

Contractor must have a track record of having performed successful stack testing and RA evaluations as described herein. Contractor must provide three references of similar testing work performed within the past two years.

All analytical work must be performed by a NYS Department of Health Certified Laboratory.

## BID AWARD

The Contract shall be awarded based on the lowest bid for all testing evaluations and reporting for the stack test, two RATA evaluation and four quarterly RA evaluations, as described herein. The contract may be extended two consecutive additional years at the same bid price if mutually agreed upon by the OCERF and the Contractor.

## BID ALTERNATE

Provide a cost to perform two days of testing for Mercury, in accordance with the protocols and Test Methods as described above, on Sept 9 and 10, 2009. Three 2-hour tests must be run each day. Test results must be provided no later than Sept 18, 2009. Results must be in appropriate units and compared to emission limits as described herein

## PAYMENT SCHEDULE

The Contractor must provide a cost breakdown for a) RATA and stack test, and b) each quarterly RA evaluation, and c) bid alternate for additional Mercury testing.

Payment for a) RATA and stack test will be as follows: After receipt of the complete reports for RATA and stack test the Contractor will receive 95% payment for this item; 5% final payment will be made upon acceptance of the report, by the Regulatory Agency, as complete. b) Full payment will be made after receipt of the completed report for the individual quarterly RA evaluation. c) Full payment will be made after receipt of the completed report for the additional Mercury testing.

Payment for a) and b) and c) will be in accordance with the Contractor's cost breakdown.

## 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:     Oswego County Bid 21-09 CEMS Audit    

<b>KIND OF INSURANCE</b>	<b>COMPANY &amp; POLICY NO.</b>	<b>EXPIRATION DATE</b>	<b>LIMITS OF LIABILITY</b>
( 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. The CGL policy has 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



**RESOLUTION FOR CORPORATIONS ONLY**

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

**Bid #21-09 CEMS Audit**

and to include in such bid or bid 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 #21-09**

**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 #21-09**

**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 #21-09**

**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 bid, 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