

July 29, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:00 p.m., Friday, August 14, 2009** for:

INSTALLATION OF LOWER CHAMBER REFRACTORY BRICK LINER

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

SECTION 1 - GENERAL CONDITIONS

Award

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 by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to award the contract to one vendor or portions to more than one vendor, 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 another applicant without necessity to re-advertise.

Pricing

All prices and discounts are to be quoted firm against increase on an F.O.B. destination, freight prepaid basis, unless otherwise indicated.

Taxes

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.

Deviations

These specifications are deemed to be minimum standard for the purpose for which the equipment and/or material is to be used. Points of variance from these specifications shall be clearly defined by the bidder.

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 County will not be responsible for any oral instructions.

Brand Names

Specifications and/or brand names of a certain manufacturer may be quoted in this bid. This is not to be construed as limiting the competition. Proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item will be given full consideration. Approval of equivalents is solely at the discretion of the County.

Conditions of Contract

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Purchasing Department 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 Purchasing Department not honored by said County or Purchasing Department.

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.

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the moneys available to the County for said purposed and no liability on account thereof shall be incurred by the County beyond moneys available for said purposes.

End of Section 1

SECTION 2: CONDITIONS SPECIFIC TO THIS BID

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Friday, August 14, 2009**. Applicants shall submit a signed original bid and (1) one copy in a sealed envelope indicating the company's name and bid title:

Bid #27-09 Lower Chamber Refractory Brick Liner – Energy Recovery Facility

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informality 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.

Statement of Work

The County of Oswego is seeking bids for the installation of refractory brick lining of the "Lower Chamber" for a Consumat CS 2000 incinerator at the Oswego County Energy Recovery Facility (ERF), located at 2801 State Route 481, Fulton, NY 13069.

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 or transmittal of the bid response.

It is the responsibility of each Vendor to:

- (A) Examine the bid documents thoroughly;
- (B) Consider federal, state and local laws and regulations that may affect the bid;
- (C) Study and carefully correlate Vendor's observations with the bid document;
- (D) Visit the site to become familiar with local conditions that may affect the bid.

Notwithstanding the details presented in these specifications, it is the responsibility of the vendor to verify the completeness of the materials and the suitability of the devices to meet the intent of these specifications.

Communications

Communications with the County shall be solely through the Oswego County Purchasing Department and the Oswego County Energy Recovery Facility, as indicated below. Vendors are specifically directed not to contact any other County officials or employees in any fashion regarding this bid without prior approval from the Purchasing Department. Unauthorized communications may result in the rejection of the bid.

General questions regarding bid process:	Site Visit/Specifications/Technical Questions:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8235	Frank Visser, Director of Solid Waste 2801 State Route 481 Fulton, NY 13069 (315) 591-9280

Prevailing Wages Rates

New York State Department of Labor Wage Rates and Supplements will be in effect on this project. The minimum wage rates designated by the Industrial Commissioner of the State of New York are applicable. The minimum rates and supplements may be modified during the life of the contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

Billing

Upon completion of the work, and acceptance of the work by the County, the Vendor will invoice the Oswego County Energy Recovery Facility, 2801 State Route 481, Fulton, NY 13069.

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.

Non-Discrimination

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, gender, creed, national origin, race, religious belief, sexual preference, or handicap.

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 proposal.

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.

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.

Non-Collusion

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

Requirements for Contract

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 Attorney.

Commencement of Work

Upon execution and delivery of the contract, including any required Certificates of Insurance and/or bonds and the approval thereof by the County 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 from the County's Purchasing Director.

End of Section 2

SECTION 3 -- SPECIFICATIONS

GENERAL

The Oswego County Energy Recovery Facility will receive bids for the installation of refractory brick lining of sections 2 and 3 of the “Lower Chamber” for **TWO** (2) Consumat CS 2000 incinerators. The County will remove and dispose of the old refractory liner. The Contractor will be responsible to provide all labor and materials to provide a complete and functional liner system.

MATERIALS

All brick shall be “KX-99” as manufactured by RHI Refractories America or Maximul/Mohite as manufactured by National Refractories & Minerals. Lower Chambers operate in a starved air condition, at 1700 Deg F (high of 2000 DegF with excursions to 2400 DegF), gasses have high CO concentration. Substitutes may be accepted upon approval, after submittal of all needed technical information. The steel shell shall be covered by one (1) inch of 1900 DegF block insulation, Insblock-19 or equal

The following brick sizes must be used for each incinerator lining:

1. Straight Brick (9x3x6)
2. Rotary Kiln Block (108-120)
3. No. 1 Arch (9x6x3-2.75)
4. No. 2 Arch (9x6x3-2.5)

The Contractor is responsible for estimating total quantities needed by visiting the facility and reviewing the site and OEM drawings.

The incinerator lower chamber consists of three (3) sections as described herein.

THE REFRACTORY LINING OF ONLY SECTION 2 AND SECTION 3 ARE BEING REPLACED AS PART OF THIS BID. SECTION 1 WILL NOT BE PART OF THIS BID.

Materials can be delivered directly to the facility at 2801 St Rt 481 in Fulton, NY 13069. The County can unload the materials with a forklift, a loading dock is NOT available.

The Contractor may deliver the brick at the County landfill for storage in advance of the work. Payment for the materials will be made after delivery. The County landfill is located at 3125 St. Rt 3, Fulton, NY 13069.

INSTALLATION

The tentative schedule will be as follows: One incinerator will be available October 12 through October 16, 2009, for the installation of the new liner. The incinerator will be cleaned and available to the contractor to start the work at 7:00 am on October 12. The work must be completed by 6:00 pm on October 15. The second incinerator will be available January 18 through January 21, 2010, for the installation of the new liner. The incinerator will be cleaned and available to the contractor to start the work at 7:00 am on January 18. The work must be completed by 6:00 pm on January 21. Incinerators are available to the contractor 24 hrs/day.

The Contractor will be responsible for providing all materials, labor, tools, forms if needed, and any other items not specifically called out herein but needed to provide a complete and functional liner system as specified.

FIGURE 1 INCINERATOR SECTION

The incinerator consists of three sections as shown in FIGURE 1 with dimensions as shown in TABLE 1. All dimensions are to the bare steel shell.

Section No	Dim A	Dim B	Dim C (r)	Dim D	Dim E
Section 1	72 inches	65 inches	65 inches	10 inches	18 inches
Section 2	120 inches	106 inches	60 inches	33 inches	18 inches
Section 3	168 inches	96 inches	60 inches	54 inches	18 inches

TABLE 1

The domed ceiling of the incinerator is one continuous level ceiling, the bottom of each section steps down so that the D dimension gets deeper for the No.2 and No.3 sections. The OEM drawings of the shell sections can be reviewed at the facility.

The dome is lined with No.1 and No. 2 arch brick; the straight sides on the bottom of the sections are lined with straight brick; the transition area between the straight sides and the dome is lined with two rows of rotary kiln block.

The No. 2 Shell has a 35 inch breech in the ceiling. The owner will pour new breech liners to meet the brick-line installed by the contractor.

Curing, if needed, will be the owner's responsibility.

SITE VISIT

Contractors bidding this work **MUST** make a site visit in order to familiarize themselves with the site conditions and review OEM drawings. A visit may be arranged with Frank Visser or Patrick Ryan by calling 315-591-9280. **Contractors who do not make a site visit will be disqualified from the bid.**

QUALIFICATIONS

Contractor must have a successful track record with refractory installations. Contractor must provide at least three references upon request.

GUARANTEE

Contractor shall provide a one year guarantee against failure of the liner due to workmanship and/or product failure. Contractor shall be responsible to correct any failures to the liner system at no expense to the owner.

PAYMENT

Payment shall be made for materials delivered to the site. Additional payments shall be made after completion of the work for each incinerator.

End of Specifications

SECTION 4 – CHECK LIST

Minimum Bid Submission Requirements

Each bidder must submit, in the following order:

- Bid Reply Sheet (attached)
- Vendor Information Sheet (attached)
- Affidavit of Non-Collusion, signed by an officer of the company (attached)
- Resolution for Corporate Bidders (if applicable) (attached)
- Warranty, standard guarantee, including the limit of liability
- Qualifications and references listing of similar projects completed in previous five years.
- Certificate of Insurance (attached)
- Detailed specification sheets listing all options and specifications being bid
- Any deviations from bid specifications must be noted with bid.

Additional submissions may be required within this bid document. Vendors are responsible for ensuring they read the documents thoroughly and meet all submission requirements.

End of Section 4

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: #27-09 Lower Chamber Refractory Brick Liner - Energy Recovery Facility

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 in 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. 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 proposal of this corporation for the following project:

Bid #27-09 Lower Chamber Refractory Brick Liner

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 _____, 2009.

Secretary

(Seal of Corporation)

NON-COLLUSIVE BIDDING CERTIFICATION
BID 27-09
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

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: _____

Website: _____

Name: _____

Website: _____

Phone: _____

E-Mail: _____

Phone: _____

E-Mail: _____

COMPANY NAME

SIGNATURE

