

April 2, 2010

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Friday, April 16, 2010** for:

CRUSHED ROAD SALT

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 am to 5:00 pm and online at www.oswegocounty.com.

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

Fred M. Maxon
Purchasing Director

SECTION 1 - INFORMATION FOR BIDDERS

RECEIPT & OPENING OF BIDS

The Oswego County Purchasing Department invites bids for **CRUSHED ROAD SALT**. **Bids are due on or before 2:00 p.m. on Friday, April 16, 2010. Each bidder must submit his signed original bid and two copies in a sealed envelope using the forms provided in this bid package. ALL blank spaces shall be filled in. The envelope must bear the bidder's company name and bid title: **BID #14-10 – CRUSHED ROAD SALT** Either mail or deliver the same in person to:**

Fred M. Maxon, Purchasing Director
 Oswego County Purchasing Department
 46 East Bridge Street (3rd Floor)
 Oswego, New York 13126

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. Failure to include all requested information will cause the bidders proposal to be considered informal. Proposals shall be signed with an authorized signature. The signatory's name must be typed below the signature. Unsigned proposals shall be considered invalid. To be considered valid, the Non-Collusive Bidding certificate must be signed. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement. Bids 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 Bids may not be withdrawn within forty-five (45) days after the actual date of opening thereof.

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

TAXES

Oswego County is a tax-exempt entity. Exemption certificates will be executed upon request.

EXAMINATION OF CONTRACT DOCUMENTS & DELIVERY SITES

Each bidder shall make a thorough examination of the facilities to familiarize themselves with the conditions as it pertains to this contract. Point of contact for questions or to arrange for a site visit is:

Kurt Ospelt
 Oswego County
 Highway Superintendent
 (315) 349-8331

Each bidder shall thoroughly examine all contract documents. Failure of the bidder to fully acquaint themselves with the amount and nature of the work required to complete this task **will not** be considered as a basis for extra compensation.

The bid shall be regarded as having been made with full knowledge of the conditions under which he will have to operate, and the difficulties likely to be encountered in the performance of this contract, and full knowledge of the type and number of locations that are to be used in the performance of this contract by inspection or prior knowledge of the buildings covered by this

contract. No pleas of ignorance of conditions that exist, or of any difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill all requirements and specifications of the contract, nor will the same be accepted as a basis for any claims for extra compensation.

The bidder shall consider all Federal, State, and Local laws and regulations that may affect cost, progress, performance or furnishing of the work.

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.

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE FOR WHICH THE PRODUCT 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.

CONTRACTOR STATUS

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 for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Worker’s Compensation Coverage, Unemployment Insurance Benefits, Social Security Coverage or Retirement Membership or Credit.

NONWAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by 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 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.

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 hereof as though herein fully set forth.

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 which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

ALTERNATE BIDS

The wording of this bid document shall be retained throughout, without change, alteration, or addition. Should bidder submit a proposal not in compliance with this article, that proposal shall be considered void.

LICENSE REQUIREMENT

Contractor shall agree to maintain any applicable State, County, City, or Federal licenses that may be appropriate.

GUARANTEE

All bidders shall submit with their bid the complete warranty, including the limits of liability. Bidders must include the manufactures detailed specification sheets when applicable.

SIGNING OF AGREEMENT

The required number of unsigned counterparts of the agreement, together with attached contract documents, will be forwarded to the successful bidder following issuance of the Notice of Award. The County will also forward certifications of any insurance coverage that he is to provide. Within fifteen (15) days thereafter, the Contractor shall sign and deliver to the County, all counterparts of the agreement, together with attached contract documents, the required contract security, and duly executed acknowledgment of signatures. Each counterpart of the agreement shall include executed bonds and insurance certifications. Within ten (10) days thereafter, provided that signatures are in order and contract security is acceptable, the County will sign all counterparts of the agreement, including duly executed acknowledgment of signature, and return one executed copy thereof to Contractor with attached contract documents and the contract security.

COMMENCEMENT OF WORK

Upon execution of the Contract, and delivery of insurance certificates by the Contractor to the County for the approval by the County’s attorney, the Contractor will be notified to proceed with the work of the Contract. Such notification will be in the form of a letter to proceed from the County Purchasing Director.

DEFAULT

If the Contractor shall neglect to complete the work properly, or if they should refuse to remedy any defects in their work due to inferior quality of material, or if they should in any manner fail to perform any provision of this contract, the County may make good such deficiencies and deduct the cost thereof from the payment due, or thereafter due, to the Contractor after five (5) days written notice to the Contractor.

Provided always, these entire agreements are upon condition, that is the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days

after the County has notified the Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

EMPLOYMENT OPPORTUNITY CLAUSE

Oswego County has formulated an Affirmative Action Plan establishing Equal Employment Opportunity provisions. Subject contractors, vendors and suppliers agree that they will, in good faith, attempt to achieve compliance with all Equal Employment Opportunity laws and regulations.

VALIDITY OF PROVISIONS

The County and Contractor understand and agree that each and every provision is 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 the full force and effect of the law.

The County and Contractor hereto expressly agree that if any provision, sentence, clause or part thereof in the 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 in effect.

MISCELLANEOUS PROVISIONS

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

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

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the bidder to fulfill in every respect all the circumstances as a basis for any type of claim whatsoever for extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or its Division of Purchase not honored by said County or Division of Purchase.

The parties hereto understand and agree that each and every provision of Law or clause required by Law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have full force and effect of Law.

The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

- End of Section 1 -

SECTION 2: SPECIFICATIONS

SCOPE:

This specification describes Sodium Chloride Type A1" Crushed Rock Salt, to be used for removal of ice and snow.

CHEMICAL COMPOSITION:

Shall be not less than 97% Sodium Chloride. Percent of Sodium Chloride shall be determined in accordance with current ASTM-D632.

SIZE GRADING:

The salt, when tested, using sieves as described in ASTM-C136(*1) shall conform to the following requirements for particle size distribution:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING (*2)</u>
3/8" - 9510 MICRON	100
1/4" - 6350 MICRON	80 -100
No. 8 - 2380 MICRON	5 - 50
No. 30 - 595 MICRON	0 - 10

(*1) A drying temperature of 103degree – 110degree C may be used.

(*2) tolerance of 5% on each sieve.

MOISTURE CONTENT:

Moisture content upon delivery shall not exceed 1 – 1.5%* when determined as follows:

$$\% \text{ Moisture} = \frac{(W1 - W2)}{(W1)} \times 100$$

W1 = Initial Weight of Sample

W2 = Weight of sample after drying to a constant weight at 103 degree – 110 degree C.

* Procedure shall be in accordance with American Water Works Association B200-69. Sec. 2D. A tolerance of 0.5% will be allowed before a penalty is assessed.

INHIBITOR TREATMENT:

Salt shall be treated with an anti-caking conditioner. Potential contractor shall supply with their bid a description of the inhibitor treatment used, and quantity of inhibitor used per ton of salt, relative to the solubility and photo decomposition of the treating agent. Potential harm to the ecology caused by inhibitor treatment may be cause for rejection of a bid.

SAMPLING:

Sampling shall be done in accordance with current ASTM - D632. The County or any of its authorized representatives, reserves the right to take samples from the Contractor=s stockpile or

transfer point, or from shipments at the point of destination. The County or a representative of the County should be provided free entry and necessary facilities at the storage area to sample product.

ACCEPTANCE:

The Salt may be rejected if it fails to conform to any of the requirements of this specification. Salt delivered in a lump condition which requires reprocessing in order to make it usable shall be cause for rejection of the entire delivery. If, because of emergency conditions, it is necessary to accept and reprocess the salt, all costs will be charged to the contractor.

PENALTIES:

Moisture:

If, after delivery, the moisture content is found to be above 2.0%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced price per ton} - \text{delivered contract price per ton} \times (1.00 - X)$$

Where X - Moisture content of the sample (expressed as the decimal equivalent of the percent - age of the dry weight rounded to the nearest 1%)

Gradation: (Particle Size Distribution)

If, after delivery, the gradation of the salt is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

$$\text{Reduced Price per ton} - \text{delivered contract price} \times (1.00 - X)$$

X - the decimal equivalent of the total % out of gradation. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as X.

GENERAL:

No penalty is to be assessed unless the proper analysis and test procedures are followed. If the Contractor consistently delivers salt found to be above 2% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation.

CALCULATIONS:

Calculations performed relative to this specification shall be made using the rounding-off method of ASTM Recommended practice E-29 for Designating Significant Places in Specified Limiting Values.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County

shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the COUNTY; and
- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

PRICING:

All pricing shall be net F.O.B. delivered per ton to locations specified. Alternate pricing should be provided loaded on County/Town vehicles at the Salt Terminal. Please note any minimum pick up or delivery requirements, as these will be a factor in determining the successful bidder.

BULK:

Bidder shall indicate whether storage is indoors or out.

STANDARDS:

Bidder agrees that all supplies furnished shall comply in all respects with the standards and regulations established by Federal or New York State Law and conform to the current specifications of the NYS Department of Transportation.

DELIVERY:

Rock Salt shall be made available to County/Town trucks or F.O.B. to locations specified within the County. All loads delivered shall be tarped. Normal delivery shall be made within five (5) days after the order is placed to the address provided on the bid form. No delivery shall exceed actual quantity ordered unless authorized. Delivery slips shall show the destination, weight, and signature of the person receiving same. All invoices for **County purchases** shall be forwarded to:

Oswego County Highway Department
 Attn: Kurt Ospelt
 31 Schaad Drive
 Oswego, NY 13126

All invoices for **Town/Village/City purchases** shall be forwarded to the individual municipalities.

QUANTITY/AVAILABILITY:

48550 Tons, more or less, Bulk Salt. Although **27** individual locations See Section 4, Appendix are provided in this document, actual usage by participants will vary due to circumstances beyond our control (ie: more favorable or adverse weather conditions). The contract for salt purchases will be executed between the successful Contractor and Oswego County, and the County reserves the right to allocate salt as needed within the County without regard to individual participant requirements as long as the total County-wide commitment of **48550 Tons**, more or less, is not exceeded.*

(*subject to 20% override)

Contractor must agree to guarantee availability to the County **48550 tons**, more or less, for the season (season is Date of Award to May 1, 2011). Contractor will be required to notify the Oswego County Purchasing and Highway Departments in writing (4) four weeks in advance of any reductions in production or reduced stock piles that may limit County access to Rock Salt. Failure to provide such notice will subject the Contractor to charge backs for lost time or costs incurred due to lack of adequate salt supply.

Due to the nature of the commodity being purchased, it is imperative that Contractor's supplies are adequate to meet our requirements. If a Contractor fails to deliver or provide salt ordered against this bid for either of the following reasons:

1. Lack of product on hand when it is required.
2. Inability to provide product due to prior commitments or mechanical failure.

A product deemed by the County to be equivalent to the specified commodity must be substituted by the Contractor at no additional cost or expense to the County.

Contractor shall provide a written schedule of holidays and hours when pick up will be available. Should the Contractor be unable to provide delivery of product within five days of receipt and acceptance of order, the County reserves the right to assess a 1% per day penalty on the invoice associated with the order placed. The penalty will be determined by deducting 1% of the total invoice amount for each day following the fifth day from the date the order is accepted to the date delivered.

Oswego County will guarantee the purchase of 60% (**29,130 tons**) of total County-wide estimated quantities prior to the end of the season. Contractor must be prepared to supply an additional 20% (**9710 tons**) of estimates in the event additional supplies are required at the pricing set forth in the bid. Purchases exceeding 120% of estimated quantities will be provided at mutually agreed prices subject to availability of supply.

-End of Section 2-

SECTION 3 GENERAL PROVISIONS

BIDDER'S RESPONSIBILITY

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 bid specification.

REQUIREMENTS FOR CONTRACT

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

ASSIGNMENT

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

CONTRACT PERIOD

The term of this contract shall be for 1 year effective September 1, 2010 through August 31, 2011.

QUANTITY

Subject to the terms and conditions of this contract, the contractor agrees to sell and deliver to designated agencies, and agencies agree to purchase and accept from contractor the nominated quantity of CRUSHED ROAD SALT. (Delivery Schedule reflects estimated quantities only.) County and municipalities will be billed for actual quantity consumed.

BILLING AND PAYMENT

Payment shall be made at the Contract price for the actual quantities of material furnished and verified by the County. Separate invoices shall be sent promptly by the Contractor to the County of Oswego Department of Public Works, 31 Schaad Drive, Oswego, NY 13126. Invoices for salt delivered to the cities, villages, and towns must be made to the accepting entity.

REFUND

The County will be entitled to a refund of any substantiated overcharge discovered within one (1) year after the billing date if the claim therefore is made within two (2) months after discovery. Such refunds shall be made or credited within thirty (30) days after receipt of a claim.

Contractor shall likewise be entitled to bill and to be paid for any substantiated undercharge discovered within one (1) year after the original billing date if the corrected billing is made within two (2) months after discovery.

TERMINATION FOR CAUSE

The County and contractor shall each have the right to terminate in the event of default by the other party. The right to terminate the contract is conditioned upon prior written notice to the other party by certified prepaid mail (return receipt requested). The defaulting party shall have fifteen (15) days after the receipt of such notice to remedy such default. If the default is remedied within said

fifteen (15) days, the contract shall not be terminated. The terminating party, shall, in the event of termination, lose the right to damages which accrue after the date of the notice of termination.

NOTE: Should the price structure utilized by the parties become unworkable for the County, detrimental or injurious to the County, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the County, and no adjustment in price is mutually agreeable, the County reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the County of that fact in order that the County may take appropriate action. Such notification shall be in writing and shall be directed to the Oswego County Purchasing Director.

GOVERNMENT AUTHORIZATION

The contract shall be subject to all valid applicable local, state, and federal laws and the orders, directives, rules and regulations of any governmental body or official having jurisdiction. The contract shall only be amended by a written instrument executed by the parties hereto. The contract contains the entire understanding of the parties with respect to the matter contained herein. There are no premises covenants or undertakings other than those expressly set forth herein.

The headings used throughout the contract are inserted for reference purposes only, and are not to be taken into account in construing the terms and provisions of any Article, not to be deemed in any way to qualify, modify, or explain the effects of any such term or provision.

As to all matters of construction and interpretation, the Invitation for Bids, specification and this contract shall be interpreted, construed and governed by the laws of the State of New York.

-End of section 3 -

SECTION 4 – Appendix

Municipality	Estimated Tonnage	Delivery Location
Oswego County – Scriba	10,000	31 Schaad Drive Oswego NY 13126
Oswego County - Parish	10,000	Dill Pickle Alley Parish NY 13131
Oswego County - Pulaski	10,000	Pulaski NY
CITIES		
Oswego City	5,000	114 Mitchell Street Oswego NY
Futon City	4,000	216 n 5 th Street Fulton NY
TOWNS/VILLAGES		
Granby	450	820 Co Rt 8 Fulton NY 13126
Hannibal	450	End of Cemetery Rd Off Co Rt 21 Hannibal NY 13074
Hastings	450	100 Wilson Rd. Central Square NY 13036
Mexico	350	784 Co Rt 58 Mexico NY 13114
New Haven	450	4279 St Rt 104 East New Haven NY 13121
Orwell	350	3531 Co Rt 22 Orwell NY 13426
Oswego Town	450	2227 Co Rt 7 Oswego NY 13126
Palermo	300	1572 Co Rt 45 Fulton NY 13069
Parish	200	Dill Pickle Alley Parish NY 13131
Richland	450	7 Laveck Dr Pulaski NY 13142
Schroepfel	950	69 Co Rt 57a Phoenix NY 13135
Scriba	950	42 Creamery Rd Oswego NY 13126
Volney	750	1445 Co Rt 6 Fulton NY 13069
West Monroe	650	46 Co Rt 11 West Monroe NY 13167
Albion	300	1594 Co Rt 22

		Altmar NY 13302
Amboy	100	2391 Co Rt 23 Williamstown NY 13493
Constantia	900	60 Railroad St. Bernhards Bay NY 13028
Minetto	300	111 Co. Rt. 31 Minetto NY 13126
Sandy Creek	500	19 Salisbury St. Lacona 13083
Redfield	150	1 Balcom Drive Redfield NY 13437
Williamstown	100	2916 Co Rt 17 N. Williamstown NY13493

- End of Section 4 Appendix -

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy naming the County of Oswego as an additional insured shall, without exception:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
 - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.
- IV. Required Insurance **MINIMUMS**:
- **Commercial General Liability Insurance**
\$2,000,000 per occurrence / \$4,000,000 aggregate. General Aggregate to apply on a per project basis.
 - **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
 - **Excess/Umbrella Insurance**
1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
 - **Workers' Compensation and NYS Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
 - **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 per claim
- V. **Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.**

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

**BID #14-10
CRUSHED ROAD SALT**

VENDOR BID REPLY SHEET

Sealed bids are due by **2:00p.m. on Friday, April 16, 2010** at the Purchasing Department; 46 East Bridge Street (3rd Floor); Oswego, NY 13126

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for **Bid #14-10 – Crushed Road Salt** as recited in the specifications and offers to furnish goods and services for the following inclusive cost:

COST per Ton up to 120% of estimate \$ _____/TON

COST per Ton after 120% \$ _____/TON

Federal ID Number:

Type or Print Name

Company

Title

Address

Authorized Signature

Date

Telephone # / Fax

Please attach additional bid information to this sheet.

VENDOR INFORMATION SHEET

IN ADDITION TO THE INFORMATION SUPPLIED IN THE PROPOSAL, 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: () _____

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 #14-10
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

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 #14-10 CRUSHED ROAD SALT

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)

BID #14-10
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