

June 21, 2008

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:30 p.m., Monday, July 7, 2008** for the purchase of:

**REFRACTORY MATERIALS**

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).

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

Fred M. Maxon  
Director of Purchasing

**BID #17-08**  
**INFORMATION FOR BIDDERS**  
**SECTION 1 - GENERAL CONDITIONS**

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: **BID #17-08 – Refractory Materials**

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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 a certain manufacturer may be quoted in this bid. This is not to be construed as limiting the competition, because proposals by manufacturers and distributors or other equipment that equals or exceeds the performance of the specified item and meets the County's needs will be given full consideration.

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 -

**BID SPECIFICATIONS FOR REFRACTORY MATERIALS**

**GENERAL**

County of Oswego will receive bids for refractory materials for the Oswego County Energy Recovery Facility, located at 2801 State Route 481, Fulton, NY 13069.

**MATERIALS**

All products shall be as listed or an approved equivalent. Product specification sheets must be provided with the bid.

Materials delivered to the site must have, at a minimum, 50% of its rated shelf life left.

Bid prices must include delivery to the Energy Recovery Facility.

The Oswego County Energy Recovery Facility requests bids for the following refractory products.

- A. Castable: “Pacocast 28LI” as manufactured by RESCO Products Inc.; “KS-4” as manufactured by Harbison Walker. (100 lb. bags; 3,000 lbs./skid)
- B. Ultra Low Cement Castable: “Vibrocast 2800” as manufactured by RESCO Products Inc.; “Ultragreen 45” as manufactured by Harbison Walker. (100 lb. bags; 3,000 lbs./skid)
- C. Plastic Refractory: “Savageram 55” as manufactured by Mount Savage Co.; “Greenpak-50P” as manufactured by Harbison Walker. (100 lb. boxes; 3,000 lbs./skid)
- D. Patching Cement: “Greenptch 421”, as manufactured by Harbison Walker. (50 lb. pails; 1,500 lbs./skid)
- E. Insulating Block: “TR-19” as manufactured by Thermanl Ceramics; “Insblok-19” as manufactured by Harbison Walker. (1” thickness, 48 sq. ft./box)  
(2” thickness, 24 sq. ft./box)
- F. Ceramic Fiber Blanket: One-inch thickness, 8-pound density, 2300°F rating. “Kaowool Blanket” as manufactured by Thermal Ceramics; “Inswool HP Blankets” as manufactured by Harbison Walker. (50 sq. ft./box)
- G. Superduty DP Brick; No. 2 Arch Brick 13-1/2 x 6x (3 – 2-1/2) Mt Savage Specialilty Refractories Co.

## **QUANTITIES**

Quantities shown on the Bid Sheet are approximate only. The quantities shown are not commitments to purchase. The contract shall be for the quantities actually ordered during the contract period.

## **DELIVERY**

Delivery of any of the listed products shall be made on an as needed basis to the Energy Recovery Facility; **cost of delivery must be included in the product unit pricing.** Products shall be ordered by telephone on normal workdays between 8:00 a.m. and 4:00 p.m. Product orders shall be in whole skid quantities where applicable. Delivery must be made within 5 working days of receiving the order (brick excluded).

## **PAYMENT**

Payment for delivered products will be made after an invoice is submitted to the Energy Recovery Facility and will be processed under the standard Oswego County payment procedures.

## **BID AWARD**

Award is made to the lowest responsive and responsible bidder. The County reserves the right to award the contract(s) in any configuration deemed to be in the best interest of the County.

## **PRICING**

All prices and discounts are to be quoted firm against increase and shall include freight and delivery to the Oswego County Energy Recovery Facility, Route 481 North, Fulton, N.Y.

## **CONTRACT PERIOD**

The terms of this contract shall be for one (1) year effective July 1, 2008 through June 30, 2009 and may be renewed for one (1) additional year, at the same bid price, by mutual agreement between both parties.

## **GUARANTEE**

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

## **MATERIALS QUALITY**

All materials delivered by the successful bidder are to be new, unused and first quality. No rejects, seconds or low quality material will be acceptable. Any material delivered which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the Department, may be retained and, if necessary, used until it is replaced, at no charge, with satisfactory material.

## **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 proposal.

### **ASSIGNMENT AND SUBLETTING**

The contractor shall not assign, transfer, sublease, pledge, hypothecate, 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.

### **PURCHASE ORDERS**

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

### **CANCELLATION**

This contract may be cancelled by either party with good cause (not in an arbitrary or capricious manner) during the term of the contract upon sixty (60) days written notice, stating the reason for such cancellation. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.

### **REQUIREMENTS OF CONTRACT**

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

### **OTHER CONDITIONS**

The contractor agrees to supply any towns, villages and cities in Oswego County, who desire, according to the terms and conditions of these specifications at the same price.

**All deviations from bid specifications must be noted with bid.**

**VENDOR BID REPLY SHEET FOR  
 BID #17-08 REFRACTORY MATERIALS**

Bids are due at **2:30 p.m. Monday, July 7, 2008** at the County of Oswego Department of Purchasing in the Oswego County Office Building, 46 East Bridge Street, Oswego, New York 13126.

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

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the purchase of **Refractory Materials** as recited in the specifications and offers to furnish the following materials for the **TOTAL NET COST** as follows:

<u>Product</u>	<u>Manufacturer</u>	<u>Product Name</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
A	_____	_____	6,000 lbs.	_____ lb.	\$ _____
B	_____	_____	8,000 lbs.	_____ lb.	\$ _____
C	_____	_____	17,000 lbs.	_____ lb.	\$ _____
D	_____	_____	12,000 lbs.	_____ lb.	\$ _____
E	_____	_____	480 sq. ft. 1"	_____ sq.ft.	\$ _____
	_____	_____	480 sq. ft. 2"	_____ sq.ft.	\$ _____
F	_____	_____	500 sq. ft.	_____ sq.ft.	\$ _____
G	_____	_____	1 brick	_____ ea.	\$ _____

**TOTAL \$** \_\_\_\_\_

Include detailed brochures with bid.

State deviations from bid specifications \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date \_\_\_\_\_

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

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Telephone #                      Fax #

**BID #17-08**  
**Refractory Materials**

**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 #17-08**  
**Refractory Materials**

**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

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 #17-08 Refractory Materials**

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 \_\_\_\_\_, 2006.

\_\_\_\_\_  
Secretary

(Seal of Corporation)

**BID #17-08**  
**Refractory Materials**

**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