



**COUNTY OF OSWEGO  
PURCHASING DEPARTMENT**

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County Office Building • 46 East Bridge Street • Oswego, NY 13126  
315-349-8234 Fax 315-349-8308 [www.oswegocounty.com](http://www.oswegocounty.com)  
Fred M. Maxon, Purchasing Director

November 10, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Monday, November 23, 2009** for:

**CONDENSATE STORAGE TANK LINING**

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](http://www.oswegocounty.com/purchasing)**. Bids will be publicly opened and read aloud 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 are to be quoted firm against increase.

**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.

**BID SECURITY**

Each bid must be accompanied by a bank cashier's check, certified check, or a Bid Bond payable to the County of Oswego in the amount of five percent (5%) of the total bid as a guarantee that the bidder will enter into a contract with the county. If, upon acceptance of the bid, the bidder fails to enter into a contract with the County of Oswego, the bid security shall be forfeited to the County of Oswego.

**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., Monday, November 23, 2009**. Applicants shall submit a signed original bid and one copy in a sealed envelope indicating the company's name and bid title:

**BID #40-09 - CONDENSATE STORAGE TANK LINING**

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 to clean, prepare surfaces, and coat the condensate tank interior as specified herein 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.

<b>General questions regarding bid process:</b>	<b>Site Visit/Specifications/Technical Questions:</b>
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 PRC # 2009010128**

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 all applicable laws, codes, and regulations in connection with the services described herein.

**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.

**INSURANCE**

The Vendor shall obtain and maintain general and/or professional liability insurance to include comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury, accidental death and property damage, and insurance related to training, as required by law.

**BOND**

Upon delivery of the expected contract, the successful Contractor shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted proposal as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each bond shall be a duly authorized surety company satisfactory to the County, and shall remain in force for a period of one year following final acceptance of the work by the County. The cost of the bonds is to be paid by the Contractor. An Attorney-In-Fact that signs performance or labor and materials payment bonds shall file a certified copy of his power of attorney to sign such bonds with each bond.

**EMPLOYMENT**

Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

**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.

**SECTION 3 - SPECIFICATIONS**

I. GENERAL

A. Scope of Work

Furnish all labor, tools and materials to clean, prepare surfaces, and coat the condensate tank interior as specified herein. Ample supply of compressed air is available for use by the Contractor.

B. Qualifications

Contractor must have a proven track record with tank lining installations as described herein. Contractor must provide at least three (3) references of similar installations within the last 24 months. Award of bid may or may not be made based on these references.

C. Conformance

All work, finishes and materials must be in conformance with the coating manufacturers' specifications and all applicable standards.

D. Guarantee

All materials must be new and cannot have exceeded their shelf life.

E. Safety-Health

The Contractor shall adhere to all applicable Safety and Health regulations as required for the work. All requirements for respirator use and any other PPE must be followed as well as Confined Space Requirements. Any and all Safety and Health related issues will be entirely the Contractors' responsibility. Precautions must be taken to prevent exposure and/or nuisance from the Contractors' work to other workers in the vicinity of the tank.

Measures must be taken by the Contractor to capture fugitive dust as a result of the blast cleaning work while removing the old coatings and in preparation of the tank walls.

F. Site Visit

A site visit can be arranged by calling Frank Visser at (315) 591-9280.

G. Labor Rates

Minimum wage rates in accordance with the applicable provision of the Labor Law of the State of New York must be paid on this job.

II. MATERIALS

The Contractor shall install a "Plasite 7156HAR" liner as manufactured by Carboline.

III. EXECUTION

A. Tank Description

The condensate storage tank is a 10,000-gallon horizontal vessel with an overall length of thirty-six and one-half (36.5) feet and an outside diameter of seven (7) feet (3/8-inch shell).

The tank has a “Plasguard 7156“ lining which is failing. The tank is mounted inside the building on the ground floor and has one twelve (12) by eighteen (18) inch manhole for access that is located approximately twenty-four (24) inches above finish floor elevation. The tank has several fittings protruding through the shell varying in size from ½” to 4”. Openings must be plugged from the inside during the work. The tank is insulated with 2 inches of lagging with aluminum jacketing. The tank is readily accessible except there is no vehicle access to within approximately one hundred (100) feet of the tank.

#### B. Scope of Work

The Contractor shall perform all work to provide the Condensate Tank with an internal lining. The Contractor is responsible for all tools, labor, materials, and clean up to perform the work as described in these specifications.

1. This specification details the procedures recommended by the Carboline Technical Service Group for the application of Plasite 7156HAR protective coating system to the interior of process and storage vessels.
2. The applicator shall review this specification and consult the Carboline Company Technical Service Group regarding its interpretation, disapproval or request for procedure changes. Deviations from this specification shall be discussed and agreed to by the Carboline Company Technical Service Group.
3. The coating material manufacturer’s current product data sheets are to be used in conjunction with and become a part of this specification. The applicator shall adhere to all accom-modations of product shelf life, mixing ratios and acceptable thinners.
4. The applicator shall use industry standard inspection equipment, quality control and inspection policies in regards to the application of this product.
5. It is the responsibility of the applicator to adhere to industry standard application and inspection procedures for record keeping purposes.
6. The coating system to be applied shall be Plasite 7156HAR consisting of two separate coats, using alternate colors, Ivory and Light Gray, to a nominal total film thickness of 12 mils. The acceptable minimum is 10 mils and the maximum is 12 mils with acceptable spots at 16 mils.
7. It is the applicator’s responsibility to compute and supply adequate ventilation to prevent explosion and toxicity hazard conditions as prescribed by standards of good safety practices, local and state regulations, OSHA and other federal regulations. Conditioned air for use in supplied air respirators is also available to the Contractor.

#### C. Surface Preparation

1. Oil and grease shall be removed from the surfaces to be coated with a suitable safety solvent prior to abrasive blasting.

- a. The compressed air used for blasting shall be free of water and oil. To determine cleanliness, blast without abrasive into a white cloth. The trap and separators shall be blown down until subsequent cloth tests show no oil or water contamination. Compressed air is available for use by the Contractor. The Owner will take no claims as to the quality of the compressed air.
  - b. All weld seams shall be double blasted. Weld seams are the areas of early coating failure. Removal of contaminants and achieving the proper anchor pattern in the heat affected zone at the welds is critical to the service life of the lining.
2. Surfaces shall be blasted to a "white metal" in accordance with SSPC-SP5/NACE No. 1 Joint Surface Preparation Standard.
    - a. The anchor pattern or "tooth" in the metal shall be a minimum of 2 mils with an average representing 20 to 25% of the total dry film thickness of the coating system. Proper abrasive shall be a sharp natural abrasive, slag grit or steel grit similar to or equal to G40 or other abrasives having a sharp, hard-cutting surface, properly graded, dry, of best quality and of proper size to produce the specified anchor pattern.
  3. All internal surfaces shall be vacuum cleaned to remove all blast media and dust after blasting is completed.
    - a. No visible oxidation shall be permitted between the time of blasting and priming the blasted surface.
    - b. The interior of the vessel shall be protected from moisture from the time of blasting to the time that application and curing are complete.

#### D. Liner Application

1. Plasite 7156HAR is supplied as a four-part system. Mixing of the four parts must be strictly in accordance with the manufacturers guideline.
2. It will always be necessary to thin the coating. Thinning procedures as prescribed by the Manufacture must be followed. Only Placite thinners shall be used.
3. The lining application must not proceed until the substrate temperature is a minimum of 5°F above the dew point. Minimum air or surface temperature at the time of application should be 30°F.
4. The weld seams shall be scrub striped before spray application begins.
  - a. The striping shall be performed with a good quality bristle brush using Plasite 7156HAR which has been thinned 2 parts coating to 1 part 71 Thinner.
  - b. Scrub striping is accomplished by moving the brush back and forth in a scrubbing motion to work the primer into crevices and undercut areas of the welds. It will be necessary to stir the coating in the container used for the brush striping frequently to prevent the abrasion resistant pigment from settling out. Scrub striping is not to

gain film thickness but to seal the irregular steel and reduce the surface tension for the first spray coat therefore this step using Plasite 7156HAR that has been thinned at least 50% by volume with Plasite 71 Thinner must be done before the first spray coat.

- c. Bristles left in the coating shall be removed before the coating dries.
5. The bottom of the vessel, which is subject to over spray and contamination during the application, shall be protected by a suitable covering during the spray application to the other vessel areas.
6. Due to the continuous mixing requirement and the wear factor to airless units agitated pressure pots are required for spray application. When airless spray equipment is used, the recommended liquid pressure is 1500 to 1800 psi with tip size from .017" to .021". Adjust spray tip orifice size and material fluid pressure to obtain a spray pattern with the best possible atomization.

NOTE: Expect above normal wear to lower units of airless spray units and the gun spray tips due to the 7156HAR abrasion resistant metallic pigment. There shall be continuous mixing during the application.

7. Applicator must strictly follow the manufacturer's procedure for spraying of the base coat, including adherence to all recommendations for solvent flash off times between applications in order to reach the required film thickness.
8. Overcoat time will vary with the temperature and ventilation and will require 8 to 12 hours at 70°F.
  - a. Force curing may be used between coats for time and work planning. Following the circulation of fresh air at 70°F minimum through the vessel for a period of 2 to 5 hours, the substrate temperature shall be increased at a maximum rate of 30°F per 30 minutes until the substrate reaches a temperature of 125°F for a period of one hour. Do not exceed 150°F substrate temperature at any location on the interior.
9. Prior to applying the topcoat, all runs, drips and rough areas should be removed from the primer by light sanding and recoating.

NOTE: Remove any dust from sanding before applying topcoat.

10. Topcoat - Applicator must strictly follow the Manufactures procedure for spraying of the top coat, including adherence to all recommendations for solvent flash off times between applications, using Plasite 7156HAR, a homogenous film of 10 to 12 mils is obtained.
  - a. Topcoat shall be smooth in appearance and holiday-free as determined with a holiday tester.
11. Defects shall be sanded smooth and recoated for retest for film thickness and holidays.

E. Force Curing

Force curing of the coating will be required the Contractor shall cure the coating in no more than 48 hours after completion of the liner application. The following schedule as approved by the manufacture must be followed:

1. The tank must be air dried for 2 to 5 hours at 70 to 100°F with ventilation before force curing. After air dry period, substrate temperature should be raised approximately 30°F in increments of 30 minutes until the desired temperature is reached. Curing time begins when the specific substrate temperature is reached.

SUBSTRATE TEMPERATURE		CURING TIME	SUBSTRATE TEMPERATURE		CURING TIME
°F	°C		°F	°C	
130	54.4	18 Hours	170	76.6	3½ Hours
140	60.0	10 Hours	180	82.2	2½ Hours
150	65.5	6 Hours	190	87.7	2 Hours
160	71.1	4½ Hours	200	93.3	1¾ Hours

2. The coating film shall be exposed to a clean solvent laden rag containing 4 Thinner to evaluate the degree of polymerization. Only a slight dulling should be observed with no deposit on the rag when rubbed vigorously over the surface.

F. Inspection

1. Dry film thickness shall be determined utilizing a non-destructive magnetic type high range gauge. The anticipated film thickness shall be in the middle of the gauge. The total dry film thickness shall be a minimum of 10 mils, with a maximum of 12 mils. A suspect area, that being in excess of 16 mils, shall be acceptable if an average of 10 to 12 mils is obtained when four additional readings are observed, taken approximately one foot from the suspect area at top, bottom and both sides.
2. Holiday testing shall be performed with a Tinker & Rasor Model M-1 or equivalent. Allow a minimum cure of 24 hours at 70°F before holiday testing.

G. Repairs

1. All repairs shall be made prior to force curing.
2. Clean damaged area, removing all contaminants and loose coating. For repairing holidays, sand surface and brush apply proper thickness of coating. Do not apply by brush on areas larger than one square foot.
3. Inadequate or excessive DFT.

- a. Inadequate DFT shall have additional material applied by either spray or brush depending on size of area.
- b. Excessive DFT shall be sanded down approximately 1 mil below acceptable maximum. Apply material by either brush or spray depending on size of area.

#### H. Project Timeline

Tank will be emptied and available for the work described herein sometime during the month of February 2010. Two (2) week notice prior to the start of the work will be provided. The work must be performed within five (5) working days (not including curing time).

#### I. Waste Removal

Any waste generated by the Contractor can be disposed of on-site in a container provided by the Owner at no cost to the Contractor. Blasting media must be suitable for disposal in a NYS Sanitary Landfill. All labor for clean up must be provided by the Contractor.

#### IV. WARRANTY

Tank shall be inspected one year after application of the liner. Any failed sections of the liner shall be repaired by the Contractor at no expense to the Owner.

#### V. PAYMENT

Contractor shall be paid the full lump sum bid amount upon satisfactory completion of the work.

**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, NY 13126 that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS \_\_\_\_\_

OF INSURED: \_\_\_\_\_

COVERING BID: BID #40-09 – CONDENSATE STORAGE TANK LINING

<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 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 #40-09 – CONDENSATE STORAGE TANK LINING**

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)

**VENDOR BID REPLY SHEET**

Sealed bids are due by **2:00 p.m. on Monday, November 23, 2009** at the County Purchasing Department; 46 East Bridge Street (3rd Floor); Oswego, NY 13126

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

**TOTAL LUMP SUM COST \$ \_\_\_\_\_**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the specifications for **Bid #40-09 - CONDENSATE STORAGE TANK LINING**, and offers to perform the work as described in the attached bid.

Federal ID Number: \_\_\_\_\_

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

( ) \_\_\_\_\_ /  
Telephone Number / Fax

**Please attach additional bid information to this sheet.**

**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

**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

