



OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com

March 6, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2 p.m., Thursday, March 19, 2009** for the:

OSWEGO COUNTY HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES

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 Maxon
Purchasing Director

**OSWEGO COUNTY DEPARTMENT OF SOLID WASTE
HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES**

General Instructions

1. The Purchasing Department must receive all bids no later than **2 p.m., March 19, 2009**. Bids must be in a sealed opaque envelope marked "Bid #9-09 Household Hazardous Waste Disposal Services" and include one (1) bound original and two (2) bound or unbound copies. Bids should be addressed to:

Fred Maxon
Director of Purchasing
Oswego County Office Building
46 East Bridge Street
Oswego, New York 13126

2. The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened. Bids may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile transmitted bids are not acceptable and will be rejected.
3. Bids delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.
4. The County will not be responsible for obtaining any information that is missing from the required parts of a proposal.
5. The County may award a contract based upon the bids received, without discussion of such bids with Vendors. **Each bid should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written bid. Submission of a bid does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.
6. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the bid.
7. Staff from the Oswego County Division of Solid Waste, the County Attorney and Director of Purchasing will evaluate all bid. It is anticipated that the County will act to select a firm within 60 days from the date set forth in Paragraph 1 above. The tentative timetable is:

Release of bid	March 6, 2009
Bids Due from Vendors	March 19, 2009
Review	March 19 to March 23, 2009
Infrastructure Committee Recommendation	March 24, 2009

8. Communications with the County shall be solely through the individuals 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 County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

General questions regarding the bid process:	Schematics/Specifications/Technical Questions and Site Visits:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Barb Visco Program Coordinator Oswego County Division of Solid Waste 3125 State Route 3 Fulton, NY 13069 (315) 591-9200

9. Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or bid form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors. The County will not be responsible for any oral representations or instructions.
10. Oswego County reserves the right to reject any or all bids, to re-advertise for bids if desired, and to accept the bid that in the judgment of Oswego County, is deemed the most advantageous for the public and Oswego County. In the event of default by the successful applicant, or by their refusal to enter into contract with Oswego County, Oswego County reserves the right to accept the bid of any other applicant without necessity to re-advertise.
11. 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.
12. 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 and examine schematics to become familiar with local conditions that may affect the proposal.
13. If a Vendor identifies an additional element not included in this bid, which in its judgment would be essential to accomplish the intended objectives as articulated in this bid, the Vendor should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Vendor identifies a task within the bid that it believes could be modified or deleted without impacting the objectives of the bid, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

14. The Vendor must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations.
15. The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, marital status, age, sexual orientation or natural origin.
16. All bids shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which bid best meets the public interest. The County reserves the right to extend said period.
17. At the discretion of the County, the successful Vendor must provide Letter of Commitment within thirty (30) days of acceptance.
18. Upon execution and delivery of the contract and delivery of any required performance bonds, including the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Vendor 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's Purchasing Office.
19. The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, the may be determined to be in breach and the contract may be terminated by giving written notice to the Vendor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
20. The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.
21. The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.
22. Oswego County is a tax-exempt entity. Exemption certificates will be provided upon request.
23. The Vendor understands that the contract may be terminated due to non-appropriation of funds

Background and Specifications

The Oswego County Department of Solid Waste (DSW) has built and will commence operations of a permanent household hazardous waste collection facility at the Bristol Hill Solid Waste complex at 3125 St Rt 3, Fulton, NY 13069. The facility is permitted to accept household hazardous waste (HHW) as well as conditionally-exempt small quantity generator (CESQG) waste and certain universal wastes.

Oswego County has a population of approximately 123,000 residents (43,000 households). **Attached for your information is a breakdown of participation and total wastes generated as a result of two collection events held in 2007.**

The DSW intends to operate the HHW collection facility two (2) days per week during the months of May through September. Please refer to the attached acceptable HHW list of materials. Solid Waste Employees will accept waste on Wednesdays 8 a.m. - 3 p.m. and Saturday 8 a.m. to 11:00 a.m.

The County is requesting quotations for the 2009, 2010 and 2011 seasons, retaining the option for renewal on an annual basis for an additional two (2) years.

The contractor must accept HHW collected at the facility, package as necessary, properly load, manifest, transport and dispose of at licensed hazardous waste management facilities. The DSW's preferred methods (in order) of management are recycling (including fuel blending for recovery of energy value) and/or physical, chemical or biological treatment of material, where feasible. Where not technically or economically feasible, the preferred management strategy is thermal destruction in designated hazardous waste facilities. Secure land burial should be used only as an option of last resort.

DSW personnel are responsible for registration of all participants including CESQGs, screening of incoming wastes, unloading vehicles, segregation of waste, bulking of similarly classified wastes as per contractors specifications in accordance with all applicable laws and regulations, facility set-up and clean-up, and storage of partials.

Bids should include the following:

Contractor's cost to train DSW personnel. All DSW personnel have received 40-hour HAZWOPER training. The contractor shall be responsible for training DSW personnel annually, or as necessary, as required by regulation and need.

1. Cost of one field chemist as needed who will be responsible for:
 - Lab packing of chemicals/pesticides.
 - Providing technical assistance to DSW personnel regarding waste screening/packaging, etc.
 - Labeling and preparing waste for transport, including preparation of manifests.
 - Quote should include hourly field chemist rate and travel time rate.
 - Contractor shall pricing to provide a chemist and two other personnel to assist the County and train County personnel during the first three months of operation of the facility. (May, June and July 2009, Wednesdays and Saturdays as listed herein.) The County reserves the right to discontinue the use of the contractor's personnel when these services no longer are deemed needed.

2. Cost of facility annual supply needs such as, but not limited to:
- impermeable ground covering;
 - shipping manifests, labels and other required reporting paperwork;
 - spill clean-up materials;
 - all necessary personnel protective equipment (Tyvek, gloves, goggles, safety glasses.);
 - all other necessary equipment such as, but not limited to, testing equipment, siphon pumps, funnels, paint markers, tape, etc.

3. Disposal and transportation costs including container expense for the following list. Please specify price based upon waste description, size of container, packaging method, management method, and facility description for the following waste streams (add any other stream as needed based on the attached list of materials collected):

- * organic liquids (waxes/photo chemicals) – low BTU
- * paint and varnishes (sludges) – combustible liquids
- * paint and varnishes (liquid) - flammable liquids
- * paint recycling – oil paint (latex not accepted)
- * resins and adhesives
- * Anti freeze
- * aerosols
- * chemicals: oxidizers, acids, alkalies/bases
- * pesticides
- * dioxin containing waste
- * PCB contaminated material
- * Lead Gel batteries
- * Mercury Containing devices
- * fluorescent light tubes and CFLs

If more than one management method is available for a waste stream, please provide details and costs of all methods. Include management facility description (name, location and ownership). Price should include the cost of shipment of waste as containers are full. The storage capacity at the DSW Facility is limited to 72 drums.

Bids should also include the following:

- Description of contractor's experience in operating and/or servicing permanent HHW facilities.
- List of references including contact names, phone numbers and description of relationship.
- Insurance levels contractor would provide an additional insured – include name of insurance company and rating, as well as types of coverages such as pollution liability insurance, general liability, etc.
- Description of indemnifications offered and ability of contractor to assume generator status.
- Description of environmental compliance history of contractor and disposal/treatment facilities proposed - summarize violations within past five (5) years.

- Proof of current state transporters permit for transportation of hazardous waste, as well as contractor's ability to obtain an Environmental Protection Agency identification number for activities to be performed.
- Sub-contractor information – quotations should include specifics on sub-contractors to be used. A list of company names, locations and phone numbers must be included.

The County reserves the right to work with multiple contractors.

Bids should be returned by Thursday, March 19, 2009. If you have any questions or need additional information, please feel free to call Barbara Visco at (315) 591-9200. A site visit may be arranged by calling Mark Powell at (315) 591-9200.

Materials Listing

Flammables And Combustibles

Acetone	Fingernail Polish Remover	Petroleum Distillates
Adhesives	Floor/Furniture Polish	Plastic Model Cement
Air Freshener	Formaldehyde Solution	Plastic Roof Cement
Alcohols	Formalin	Polyurethane Cement (unsolidified)
Asphalt Driveway Sealer	Gasoline	Power Steering Fluid
Automotive Body Filler	Glues	Roofing Cement
Barbecue Lighter Fluid	Grease	Rug/Upholstery Cleaners
Benzene	Isopropyl Alcohol	Sealers
Brake Fluid	Kerosene	Spot Remover/Dry- Cleaning Fluids
Creosote	Lighter Fluid	Tile Cement
Cutting Oil	Liquid Waxes	Tire Black
Dap	Liquid Sandpaper	Toluene/Toluol
Diesel Fuel	Methanol	Wallpaper Cement
Denatured Alcohol	Naptha	WD-40
Duplicator Fluid	Neats Foot Oil	White Gas
Ethanol	Paint Strippers	Wood/Tile Putty
Ether-Engine Starting Fluid	Paraffin Oil	Xylol/Xylene
Fiberglass Resins (unsolidified)	Perfume	

Oxidizers

Ammonium Nitrate	Fluorine	Nitric Acid
Bleach	Hair Coloring	Peroxides
Calcium Hypochlorite	Hair Dye	Potassium Permanganate
Chlorates	Hydrogen Peroxide	Sodium Hypochlorite
Fertilizers-Contain Nitrogen		Toilet Bowl Cleaner with
Base	Iodine	Bleach

Poisons

Ant and Roach Killer	Ethylene Glycol	Pruning Paint
Anti-Freeze	Flea Spray/Powder	Pyretherins
Bacterial Pipe Cleaner	Fungicides	Raid
Baygon	Gopher Killer	Rock Salt
Chlordane	Insect Sprays	Rose Salt
Chrome-Silver Polishes	Lindane	Round-Up
DDT	Malathion	Sevin (dust)
Diazinon	Mole Killer	Snail/Slug Killer
Dimethylamine Salts	Moth Crystals	Strychnine
Disinfectants	"Off" Insect Spray	Tree Root/Stupm Killer
	Black Flag	

Dog Repellent
Dursban

Pharmaceuticals
Plant Food

Windshield Wiper Fluid

Corrosives (Acids and Bases)

Ammonia Based Cleaners
Battery Terminal Cleaner
Boric Acid
Car Battery Acid (sulfuric)
Caustic Soda
Cess Pool Cleaners

Copper Cleaners/Metal
Cleaners
Disinfectants
Drain Cleaner
Hydrochloric Acid
Lye
Muriatic Acid

Oven Cleaner
Phosphoric Acid
Pool Acid
Sodium Bisulfate
Sodium Hydroxide
Toilet Bowl Cleaner

Paint Products For Consolidation & Recycling

Epoxy Paint
Lacquer Paint
Linseed Oil
Oil Base or Solvent Base Paint

Paint Pigments
Shellac
Shellac Thinner
Thinners (all) Lacquer etc.

Turpentine
Urethane
Varnish
Wood Stain

**Organic Solvents For
Recycling**

1-1-1 Trichloroethane
Carbon Tetrachloride
Carburetor Cleaner
Degreasing Solvent

Methylene Chloride
Organic Solvents
Perchloroethylene

Heavy Metals

Arsenic
Bordeaux
Cacodylic Acid (arsenic)
Chromium
Copper Oil Fungicides

Copper Sulfate
Lead Arsenate
Lead Compounds
Mercury

Miscellaneous

Fluorescent Lamps
Compact Fluorescent Lamps
Mercury Containing Devices
Lead Gel Batteries

Automotive Batteries
Anti Freeze

BID #9-09
VENDOR BID REPLY

SUBMISSION REQUIREMENTS

All bids are due by **2:00 p.m., Thursday, March 19, 2009** at the Oswego County Purchasing Department, 46 East Bridge Street (3rd Floor), Oswego, NY 13126.

Bidder's Federal ID#_____.

1. Personnel**

Title	Rate	Expenses, Each visit	Other Specify
Field Chemist	_____	_____	_____
Labor	_____	_____	_____
Other (specify)	_____	_____	_____

2. Annual Supplies (42 collection days)

Item	Quantity	Price/ea	Price Total
Ground Cover	_____	_____	_____
PPE	_____	_____	_____
Tyvek	_____	_____	_____
Gloves	_____	_____	_____
Goggles	_____	_____	_____
Safety Glasses	_____	_____	_____
Other:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Disposal Costs

Item	Container size	Packaging Method	Management Method
Organic Liquids	_____	_____	_____
Paint and Varnish (sludge)	_____	_____	_____
Paint and Varnish (liquid)	_____	_____	_____
Paint Recycling (oil base)	_____	_____	_____
Resins and adhesives	_____	_____	_____
Anti freeze	_____	_____	_____
Aerosols	_____	_____	_____
Chemicals: oxidizers, acids, alkalies/bases	_____	_____	_____
pesticides	_____	_____	_____
Dioxin containing waste	_____	_____	_____
PCB contaminated material	_____	_____	_____
Lead gel batteries	_____	_____	_____
Mercury containing devices	_____	_____	_____
Fluorescent tubes and CFL's	_____	_____	_____
Other:_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Miscellaneous additional costs to be charged by the contractor			
Item	Quantity	Price	

** Personnel costs are for the May-June-July period only, if needed; all other personnel costs should be included in the disposal cost; This service will be used on an as needed basis to be determined by the County

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: () _____

Fax: () _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: () _____

Fax: () _____

E-mail: _____

Signatory Authority: _____

“In consideration of the limitations of this bid, I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

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.

C. 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

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 bidder's list. If you are NOT submitting a bid on 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 proposals.
- 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.: to 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

Title

Authorized Signature

Company

Address

Telephone Number

Attachment A - Historical data, Past collection events

Item	June	9th Event	Sept	15th Event	Total	Two Events	Total	in Pounds
Latex Paint	660	Gallons	0	Gallons	660	Gallons	5,280	Pounds
Oil Base Paint	4,785	Gallons	3,790	Gallons	8,575	Gallons	68,600	Pounds
Pesticides (Solids)	1,750	Pounds	1,600	Pounds	3,350	Pounds	3,350	Pounds
Pesticides (Liquids)	660	Gallons	715	Gallons	1,375	Gallons	11,000	Pounds
Fluorescent Bulbs	885	Pounds	140	Pounds	1,025	Pounds	1,025	Pounds
Asbestos	0	Pounds	5	Pounds	5	Pounds	5	Pounds
Mercury Containing Devices/Waste	12	Pounds	3	Pounds	15	Pounds	15	Pounds
Aerosols, Resins & Adhesives, PCB Batteries	21,720	Pounds	22,380	Pounds	44,100	Pounds	44,100	Pounds
Acids, Bases, Caustics, Oxidizers	445	Gallons	1,962	Gallons	2,407	Gallons	19,256	Pounds
<i>Total Drums</i>	<i>152</i>		<i>119</i>		<i>271</i>		<i>271</i>	<i>Drums</i>
Waste to Landfill	12.1	Tons	9.4	Tons	21.50	Tons	43,000	Pounds
			94,664.00				195,631	Pounds
Total Participants	650		580				1,230	