



**COUNTY OF OSWEGO
PURCHASING DEPARTMENT**

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

January 12, 2010

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until 2:30 p.m., Thursday, February 11, 2010 for the purchase of:

INDUSTRIAL GRADE PHOSPHORIC ACID

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.

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

Fred M. Maxon
Purchasing Director

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 #3-10 – INDUSTRIAL GRADE PHOSPHORIC ACID.**

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 -

**OSWEGO COUNTY
ENERGY RECOVERY FACILITY
SPECIFICATION FOR INDUSTRIAL GRADE PHOSPHORIC ACID**

GENERAL

Oswego County will receive bids for Phosphoric Acid for the Oswego County Energy Recovery Facility. The Phosphoric Acid will be mixed with water and Scrubber/Baghouse residue to form a dustless solid waste for disposal in a landfill.

MATERIALS

Phosphoric Acid must at a minimum meet the following specifications:

CHEMICAL ANALYSIS	TYPICAL %	GUARANTEE %
Total P ₂ O ₅	53.2.....	52.0 Minimum
Solids.....	0.1.....	0.5 Maximum
Free Water.....	22.0	
Iron, as Fe ₂ O ₃	0.5	
Aluminum, as Al ₂ O ₃	0.4	
Magnesium, as MgO.....	1.2	
Fluoride, as F.....	0.4	
Sulphate, as SO ₄	2.8	
Calcium as CaO.....	0.1	

PHYSICAL DATA	TYPICAL
Specific Gravity at 75 °F.....	1.66
Weight at 75 °F	
Pound/Gallon.....	13.8
Pounds P ₂ O ₅ /Gallon.....	7.3
Gallons/Ton.....	145
Color.....	Amber
Viscosity (Apparent Brookfield):	
Temperature °F	Centipoise
50.....	165
75.....	115
100.....	90
150.....	50

Phosphoric Acid must be filtered through a minimum 25 micron filter before delivery.

QUANTITY

For the purpose of establishing low bid and to provide the supplier an approximate of the amount of Phosphoric Acid purchased, the County estimates it will purchase 4,500 gallons over a one (1) year period. Pricing shall be based on deliveries of approximately 300 gallon quantities in metal-sided totes. The deliveries will be typically of one full tote delivered and one empty tote returned to the Supplier.

The annual amount is an estimate only and does not bind the County in any way to purchase this amount. Actual purchase of material may be less or exceed the estimated 4,500 gallons.

DELIVERY

Delivery of Phosphoric Acid shall be in chemical totes, with 275 to 300 gallons per tote. Oswego County will be responsible for removing full totes from the back of the delivery truck with a fork truck, and placing empty totes on the truck for return to the Supplier.

Supplier must be able to deliver within four (4) working days after receipt of order (verbal or fax).

AWARD

Award shall be made to the qualified bidder who provides the lowest price per pound of Phosphoric Acid delivered and as specified herein.

PRICING

Price is to be quoted firm against increase and shall include freight and delivery to the Oswego County Energy Recovery Facility, 2801 State Route 481, Fulton, NY 13069. Price shall be quoted in \$\$/lbs of product as specified herein.

CONTRACT PERIOD

The terms of this contract shall be for one year effective from the date of contract award and may be renewed for one (1) additional year, at the same price, by mutual agreement between both parties.

GUARANTEE

All bidders shall submit with their bid, their complete warranty, including the limits of liability. Bidders must include the manufacturers brochures and detailed specification sheets. **Material must be suitable for use as described above.**

MATERIALS QUALITY

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

MANUFACTURER'S QUALIFICATIONS

The successful bidder must have a track record of supplying Phosphoric Acid as specified herein for use in baghouse residue treatment application. References to at least three users must be provided if requested.

METHOD OF PAYMENT

Payment shall be made at the contract price after each delivery. Invoice shall be based on the net delivery amount. Delivery trucks must be weighed before and after unloading at the Energy Recovery Facility on the County's sealed scales located at the Facility. Invoices shall be sent promptly after each delivery to the ERF which is also the agency placing the order.

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.

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.

VENDOR BID REPLY SHEET

Sealed bids are due by 2:30 p.m. on Thursday, February 11, 2010 at the Oswego County Purchasing Department, County Office Building, 46 East Bridge Street (3rd Floor), Oswego, NY 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 **Industrial Grade Phosphoric Acid** as recited in the specifications, and offers to furnish the following materials for the NET COST OF:

\$ _____ per pound

(1 gallon equals _____ pounds)

Deviations from bid specifications _____

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 #

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 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 #3-10

_____ INDUSTRIAL GRADE PHOSPHORIC ACID _____

KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
(X) Workers' Compensation (form C-105.2)			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 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. Automobile liability coverage applies to owned, non-owned and hired vehicles.
8. A cross liability endorsement is provided in the CGL and auto policies.
9. The CGL and auto policies have 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

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

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 #3-10
INDUSTRIAL GRADE PHOSPHORIC ACID**

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 _____, 2010.

Secretary

(Seal of Corporation)

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