



**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

October 6, 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., Wednesday, October 21, 2009** for:

SALE OF SCRAP METALS

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. 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 - INFORMATION FOR BIDDERS

GENERAL CONDITIONS: BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT IN A SEALED ENVELOPE AS FOLLOWS: **BID #35-09 - SALE OF MIXED SCRAP METALS.**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE STATED, BUT ALTERNATE PROPOSALS 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.

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.

No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

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 Owner will not be responsible for any oral instructions.

LICENSE REQUIREMENTS

The successful bidder(s) shall agree to maintain continuously all applicable state, county, city and federal licenses for scrap metals.

WEIGHT CERTIFICATION

OPTION A -

Where materials are sold by weight, the successful bidder(s) shall use their own scales certified by the County or the State of New York and the bidder(s) shall furnish the County with certified weight tickets upon delivery of materials. Split weighing is illegal in New York State and will not be acceptable by the County.

OPTION B -

All metals will be weighed by County-owned certified scales at all locations.

CONTRACT PERIOD

If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the Owner for a one (1) year period and may be extended for one (1) additional year at the same bid price, by mutual agreement between both parties (Owner and Vendor or Contractor). The initial term of the contract shall be effective November 1, 2009 through October 31, 2010.

CANCELLATION

This contract may be canceled 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.

ASSIGNMENT

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

PRICING

All prices are to be quoted firm against decrease for one (1) year from the effective date. All sales are subject to sales tax (unless tax exempt organization).

METHOD OF PAYMENT

Payments shall be made monthly at the bid price for the materials provided and verified by the Oswego County Department of Solid Waste. Invoicing shall be sent monthly by the County to the Contractor.

BIDDER'S RESPONSIBILITY FOR PROPOSAL

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.

REQUIREMENTS FOR CONTRACT

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

OTHER CONDITIONS

The Contractor agrees to purchase scrap metals from any towns, villages and cities in Oswego County, who desire, according to the terms and conditions of these specifications at the same unit prices.

- END OF SECTION 1 -

SPECIFICATIONS FOR SALE OF MIXED SCRAP METALS

The County of Oswego will be accepting sealed bids for mixed scrap metals Option A and/or Option B accumulated at the County Transfer Stations as follows:

QUANTITIES

Quantities accumulated at each of the five County Transfer Stations and the Energy Recovery Facility are based on the last twelve (12) months and are approximate only. The quantities shown are not commitments to sell.

Approximate annual weights by location:

- | | | |
|---------------------------|----------|-----------------------------------|
| 1. Hannibal Transfer Site | 50 tons | |
| 2. Oswego Transfer Site | 350 tons | |
| 3. Hastings Transfer Site | 490 tons | |
| 4. Pulaski Transfer Site | 190 tons | |
| 5. Bristol Transfer Site | 240 tons | 6. Energy Recovery Facility (ERF) |
| | 50 tons | |

All weights shown are metric tons, 1 ton equals 2,000 lbs. Bid prices must be provided in \$/ton, where one ton equals 2,000 lbs.

METALS

Scrap metals will not be sorted (they will contain ferrous and non-ferrous metals), i.e., white goods, auto parts, bicycles, lawn mowers, gas grills, cut up tanks, paint cans, aluminum, etc. The County considers the Contractor to be the final place of disposal for all scrap under this contract. All metals recovered from ash at the Oswego County Energy Recovery Facility are excluded from this bid.

We do not accept whole gas tanks, barrels without ends cut out, large auto parts, pressurized containers, etc.

OPTION A - DELIVERY TO BIDDER'S SITE

The County will haul all metals to the successful Bidder's site in full trailer loads. The site must be accessible and approved by County Solid Waste Supervisors.

BID AWARD

The award will be based on the following:

- A. Total quantities generated during the last twelve (12) months. Individual loads average 6.4 tons.
- B. Bid price per ton F.O.B. vendor site plus County truck delivery hauling cost.
- C. One 30 cubic yard container must be provided at the ERF. The container must be emptied by the bidder when notified by the County that the container is full.

HAULING COST

The average hauling distance (round trip) in County vehicles from the County Transfer Site to the Bidder’s delivered site will be computed per mile at \$2.50 for each mile.

- D. All miles shown on the Vendor Bid Reply Sheet are subject to County verification.
- E. The County reserves the right to reject any or all bids, which in its opinion, best serves the interests of the County.
- F. The County reserves the right to award multiple contracts, in order to award each site to the vendor with the highest bid for that particular site.

Scrap Metal Log Sheet

Bidder shall log net weight of scrap metal load from Oswego County on enclosed Scrap Metals Log and forward to the Department of Solid Waste on the last weekday of the month.

OPTION B - COUNTY STOCKPILE

The County will stockpile all metals at the following locations:

Hastings Transfer Station	Bristol Hill Landfill	Pulaski Transfer Station
1391 US Rt. 11	3125 St. Rt. 3	2801 St. Rt. 481
Hastings, NY 13036	Fulton, NY 13069	Fulton, NY 13069

The bidder must provide one 30 cubic yard container at the ERF, 2801 St. Rt. 481, Fulton, NY 13069. The container must be emptied by the bidder when notified by the County that the container is full. The ERF container may be brought to the Bristol Hill site and emptied there for stockpiling.

REMOVAL OF ITEMS

The County Solid Waste Department will contact the contractor when the stockpile location accumulates approximately 100 tons.

CONTRACTOR

The successful contractor will be responsible for the removal of all metals from the County stockpile sites. The contractor will provide properly trained and qualified staff, all equipment and supplies necessary for the removal and a minimum 20-yard roll-off container at the Energy Recovery Facility.

OPTION C -

The county will consider using multiple contractors for a combination of Option A and Option B if it best serves the interest of the county.

OPTION D -

The County will entertain any proposal for servicing all sites in an alternate manner to the above-described options. The proposal must clearly describe how each site will be serviced. Any expectations for County assistance in the handling of the scrap must also be clearly defined.

PAYMENTS

Contractor shall make payments for scrap picked up or delivered within 30 days of the pick-up or delivery. Late charges of 2% per month will be assessed for all payments received past the 30-day limit.

BID AWARD

The award will be made to the highest responsible bidder(s). The County reserves the right to award multiple Contracts, in order to award each site to the vendor with the highest bid for that particular site.

- END OF SPECIFICATIONS -

SECTION 3 - 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

- END OF SECTION 3 -

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 for:

NAME & ADDRESS _____
 OF INSURED: _____
 COVERING: BID #35-09 – SALE OF MIXED SCRAP METALS

<u>KIND OF INSURANCE</u>	<u>COMPANY & POLICY NO.</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
(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 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

VENDOR BID REPLY SHEET

Sealed Bids are due at **2:00 p.m., Wednesday, October 21, 2009** at the Oswego County Purchasing Department, 46 East Bridge Street, 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 **SALE OF MIXED SCRAP METALS** as recited in the specifications and offers to purchase the metals for:

OPTION A - PRICE PER TON:
DOLLARS \$ _____

Site Location: Miles from Vendor Delivery Site (Round Trip):

- Hannibal (1167 Co. Rte. 7) _____
- Oswego (700 East Seneca Street) _____
- Hastings (1391 US Rte. 11) _____
- Pulaski (100 Co. Rte. 2A) _____
- Bristol Hill (3125 St. Rte. 3) _____

Operating Permit Number: _____
Do you own certified weight scales _____ Size: _____
Length: _____ Maximum Tons: _____

Materials to be delivered to: _____

OPTION B - PRICE PER TON:
DOLLARS \$ _____

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 the price set forth.

Type or Print Name

Company

Title

Address

Authorized Signature

Date

(_____) / (_____) _____
Telephone Number / Fax

VENDOR INFORMATION SHEET

Organization: _____
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.

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 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