January 14, 2016

LEGAL NOTICE

Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Tuesday, February 16, 2016** for:

**DESIGN SERVICES FOR CR 17 OVER SALMON RIVER**

Specifications are available in the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. or online at www.oswegocounty.com/purchasing.

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

Daniel H. Stevens
Purchasing Director
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### Required Forms

- Proposer Reply Cover Sheet
- Proposer Information Sheet
- Non-Collusion Certification
- Resolution for Corporations Only
- Non-Proposer Response

### Attachments:
- BINs 3313410
- Bridge Elevation Photo
- Location Map
PART 1 INFORMATION FOR PROPOSERS

The County of Oswego is soliciting proposals from consultants with demonstrated experience in similar projects. This Request for Proposal (RFP) is for all Design Services for Rehabilitation of:

CR17 over Salmon River, **BIN 3313410**

DEADLINE, RECEIPT AND OPENING OF PROPOSALS

Applicants shall submit a signed original proposal, three (3) copies, in a sealed envelope indicating the company's name and proposal title:

**RFP 1-16 - DESIGN SERVICES CR 17**

Proposals are due on or before 2:00 p.m., Tuesday, February 16, 2016. Either mail or deliver Proposals in person to:

Daniel H. Stevens, Director  
Oswego County Purchasing Office  
46East Bridge Street (3rd Floor)  
Oswego, NY  13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile transmitted proposals are not acceptable and will be rejected. Proposals 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 proposer.

PROPOSER’S RESPONSIBILITIES

It is the proposer’s responsibility to meet the entire intent of these specifications. Proposers shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their RFP. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the terms and conditions herein. 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 RFP.

It is the responsibility of each Proposer to:

- Examine the RFP documents thoroughly;
- Consider federal, state and local laws and regulations that may affect your proposal.
- Study and carefully correlate Proposer’s observations with the RFP document;
- Visit the site and examine schematics to become familiar with local conditions that may affect
your proposal.

COMMUNICATIONS
All communications regarding the Bid/RFP with the County shall be solely through the official indicated below. Bidders/Proposers are specifically directed not to contact any other County officials or employees in any fashion regarding this Bid/RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the bid/proposal. The County will not be responsible for any oral representations or instructions. All contact with any County official must take place during normal work hours, at the County office, or at a site related to the service being proposed.

Daniel H. Stevens, Purchasing Director
County of Oswego
46 East Bridge Street
Oswego, NY 13126
315-349-8307
Fax 315-349-8308
dstevens@oswegocounty.com

SPECIFICATIONS DISCREPANCY
Should a Proposer find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the proposer shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all potential proposers. All such addenda shall become a part of the contract and all proposers shall be bound by such addenda, whether or not received by the proposers. The County will not be responsible for any oral representations or instructions.

SCOPE PARAMETERS
If a proposer identifies an additional element not included in this RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the proposer should identify this element in its RFP and explain in detail why the County should consider including this element within the scope of services. Conversely, if a proposer identifies a task within the RFP that it believes could be modified or deleted without impacting the objectives of the RFP, the proposer 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.

PROPOSER’S QUALIFICATIONS & ELIGIBILITY
The County may make such investigation as it deems necessary to determine the qualifications and ability of a proposer, and the proposer 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 proposal where an investigation of the available evidence or information does not satisfy the County that the proposer is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.
AWARD
The awarding of a contract for the work outlined in this RFP is subject to the approval of the Oswego County Legislature. Contract award decisions will be made public as soon as possible. The contract, if awarded, will be awarded to the proposer or proposers whom, in part or in total, meet all of the terms and conditions of the specifications, and provide the County with the highest value service. The County reserves the right to reject any and all proposals. Oswego County reserves the right to permit political subdivisions and eligible fire companies/districts under County Law §408-a and General Municipal Law §103(3), as amended, to participate in the County’s proposal award. Unless otherwise stated the RFP specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the proposer.

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, proposer’s ability and facilities to provide as their submission calls for, evaluation of the proposer’s proper understanding of the County’s needs, and price. The contract shall be awarded to the responsible firm who best meets the RFP’s criteria in the opinion of the County.

Additional selection factors may be included under PART 2 SPECIFICATIONS section of this RFP.

The proposer must provide unquestionable evidence of sustained capability such as can be demonstrated in existing or previous operations.

The County may award a contract based upon the proposals received, without discussion of such proposals with proposers. Each proposal should, therefore, be submitted in the most favorable terms the proposer 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 RFP. Submission of a RFP does not automatically qualify a proposer for a presentation. The County reserves the right to negotiate with all qualified proposers.

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.

All proposals shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which RFP best meets the public interest. The County reserves the right to extend said period.

At the discretion of the County, the successful proposer must provide Letter of Commitment within thirty (30) days of acceptance.

TERM
The contact period will be for four (4) months commencing upon the execution of the contract. The final Contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the General Conditions) and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the proposer's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.
COMMENCEMENT OF WORK
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 proposer 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.

CANCELLATION
The County reserves the right to cancel the contract at will. If the proposer fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, they may be determined to be in breach and the contract may be terminated by giving written notice to the proposer 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 proposer under this contract shall, at the option of the County, become County property and the proposer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The proposer 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 proposer, and the County may withhold any payments to the proposer for the purpose of determining the exact amount of damages due the County.

The proposer understands that the contract may be terminated due to non-appropriation of funds.

PRICING
All prices are to be quoted firm against increase for the duration of the contract, unless otherwise noted in the proposal. Any deviation from this must be approved in writing by the Purchasing Director. Travel and incidental expenses cannot be separately invoiced. The County shall not be responsible for any additional costs.

METHOD OF PAYMENT
This fee proposal shall indicate a lump sum fixed fee. Payments shall be made on the basis of work completed. The following schedule of values shall be applied:

<table>
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<th>Description</th>
<th>Percentage</th>
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<tr>
<td>Implementation, Design Development &amp; Final Review</td>
<td>30%</td>
</tr>
<tr>
<td>Bid Documents and Public Bidding</td>
<td>60%</td>
</tr>
<tr>
<td>Construction Support Phase</td>
<td>See Specifications section – Scope of services 3.J.6.a</td>
</tr>
<tr>
<td>Record Drawings</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
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Construction Phase. This fee proposal shall indicate hourly rates for all personnel associated with the project and estimated total hours for each person using an appropriate construction schedule. Information must be in tabular form and include a grand total. Payments shall be made on the basis of work completed. Provide this information on a separate sheet titled “Schedule A”.

Specifications - Scope of Work 3.J.6.a
All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide
additional services when requested. The cost for these services shall be funded through a contingency fund of $5,000.00. **This contingency fund shall be included in the proposed fee.** The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Provide this information on a separate sheet titled “Schedule A”.

Payment shall be made at the contract price for the services provided and verified by the Oswego County Highway Department. Payment schedule is negotiable for completed work. The intent of Oswego County is to pay all invoiced expenses within 60 days. Oswego County does not pay in advance. Invoices shall be sent to the Oswego County Highway Department, 31 Schaad Drive, Oswego NY, 13126.

**PART 2 SPECIFICATIONS**

**PROJECT NARRATIVE**
The main purpose of this project is to replace the superstructure of the bridge. Refer to the Project Scope of Work for a brief description of the elements to be repaired or replaced.

**PROJECT SCOPE OF WORK**

1) CR17 over Salmon River (BIN 3313410) –

   - Bridge Joint Replacement
   - Minor repairs to the superstructure and substructures
   - Rehabilitate existing south approach slab using 100% deep deck removal and replacement
   - Recondition or replace bridge bearings
   - Rehabilitate existing deck and north approach slab using localized deep deck repairs
   - Asphalt overlay with waterproof membrane applied to deck and approach slabs
   - Maintenance and Protection of Traffic

**PROJECT REQUIREMENTS**

A. The Consultant selected for this project shall be required to prepare plans and bid specifications, as described in Part 2, Project Scope of Work, and as determined by Oswego County.

B. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

C. Work shall include plans and bid specifications for all related work as well as all field surveys, subsurface investigations, and tests necessary for a complete project design

D. **Without exception**, the Consultant shall be responsible for preparing and securing all
permits in association with the construction of this project. Oswego County shall pay for all required permits.

E. Consultant shall be responsible for securing current New York State Schedule of Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.

F. Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

G. Plans and specifications shall be ready for bid **no later than 30 days after execution of an agreement for consultant services.**

H. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

1. **NYSDOT:**
   - (a) HS-25 Live Load Rating
   - (b) Environmental Action Plan
   - (c) Standard Specifications for Construction and Materials
   - (d) Highway Design Manual - Volume 1, 2 and 3
   - (e) Manual of Uniform Traffic Control Devices
   - (f) Policy on Geometrics of Structures
   - (g) Standard Specifications for Highway Bridges
   - (h) Standard Details for Highway Bridges
   - (i) Engineering Instructions / Bulletins

2. **AASHTO:**
   - (a) Standard Specifications for Highway Bridges
   - (b) Policy on Geometric Design of Highways and Streets

3. Any other applicable NYSDOT or AASHTO guidelines.

I. Generate formal minutes for all meetings. Minutes shall be distributed to Oswego County and all other parties involved. The following statement shall be included in the Meeting Minutes:

   “These minutes convey our understanding of items discussed and agreements reached during this meeting. We shall assume that understanding is correct unless written notice to the contrary is directed to us within ten (10) days of the above date of issue.

J. Consultant services shall be divided into the following sequential phases:

1. **Implementation**
(a) Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope of the project.

(b) Inspect site and review existing bridge data available for project development.

(2) Design Development

(a) Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

(b) Review and incorporate comments and revisions into design.

(c) Provide a detailed statement of probable construction cost.

(3) Comments, Revisions and Final Review

(a) Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Oswego County and governing New York State permitting agencies.

(b) Review and incorporate comments and revisions into design.

(c) Provide a detailed statement of probable construction cost.

(4) Bid Documents

(a) Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

(b) Deliver drawings and bid documents to County within ten (10) days after final review of preliminary drawings.

(c) Provide twenty (20) CDs containing entire bid document (plans and specifications), in Adobe Acrobat (.pdf) format.

(5) Public Bidding

(a) Oswego County shall distribute all construction documents.

(b) Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

(c) Review bids submitted by contractors and forward recommendation to the County.
(6) Construction Support Phase

(a) All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide additional services when requested. The cost for these services shall be funded through a contingency fund of $5,000.00. This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Provide this information on a separate sheet titled “Schedule A”.

(7) Record Drawings

(a) Upon completion of the project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

(b) Revise original drawings and specifications to accurately depict the as-built condition of the project.

(c) Deliver to Oswego County copies of as-built drawings on CD in Adobe Acrobat (.pdf) format.
PART 3 PROPOSAL FORMAT

Each proposal shall be delivered in a sealed envelope bearing the title of the RFP. The RFP will become the property of the County, and shall be open to the public, within the limits of State of New York law, for inspection subsequent to the award process. The County will not be responsible for any proprietary information that finds its way to the general public.

All Proposals must be in accordance with the format specified below. Please submit one signed original and three (3) copies of your RFP in a sealed envelope marked RFP 1-16 – DESIGN SERVICES CR 17.

Please include the following:
Proposer Reply Cover Sheet (attached)
Proposer Information Sheet (attached)
Non-Collusion Certification (attached)
Resolution for Corporations (attached)

A) Describe how you will fulfill the activity as identified in this RFP. Include a tentative time schedule.

B)
1. Qualification Statement - The Consultant shall be required to submit documentation describing the firm’s single most relevant project supporting that firm’s experience with similar projects. This may include specific qualifying information requested by the County and other documentation the firm considers relevant. You may also submit additional supporting written or visual materials, brochures, etc., if it helps to supplement the firm’s credentials. PLEASE DO NOT SUBMIT IRRELEVANT DATA OR INFORMATION.

2. Project Proposals Shall Include
   1. Understanding of the Scope of the project.
   2. Team members, their roles, and applicable work experience. (Include Titles)
   3. Consultant Qualifications.
   4. Proposed project schedule, including major tasks and target completion dates.
   5. Technical approaches in accomplishing the work.
   6. NYSDOT Certified Salary Schedule.

3. Consultant shall have either on staff, or as a consultant, persons with specific experience in the following disciplines:
   1. Specification Writing - Familiarity with the New York State Department of Transportation Standard Specifications for Construction and Materials
   2. Structural Engineering / Bridge Design.
   3. These persons/consultants shall be described in the proposal.

C) Describe in detail your organization’s experience with similar projects. Include references. Please provide a listing of references for projects of this same type completed within the past five (5) years.
D) Itemized costs as proposed (See Required Proposer Reply Cover Sheet) Include reimbursable expenses in the appropriate line as noted in the Specification Section.

E) Document printing/ownership of original drawings and manuscripts: Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County’s use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County’s sole risk.

F) Principal place of business: The principal place of business for determining applicable laws is Oswego County, New York.

**SELECTION PROCESS**

A. The County shall review all proposals received and reserve the right to select firm(s) for further presentation and interview.

B. The following criteria shall be used in the selection process.

1. Approach to Project:
   (a) Understanding of project scope.
   (b) Understanding of implied or required activities.
   (c) Reasonableness of proposed approach.
   (d) Proposed work schedule.

2. Experience/Qualifications of Project Personnel and Consultants:
   (a) Previous experience with governmental agencies.
   (b) Previous experience with similar projects.
   (c) Project staff experience with similar projects.
   (d) Project management expertise.

3. Credentials of Firm:
   (a) Reference/client assessment of previous performances.
   (b) General project experience.
   (c) Demonstrated ability to keep projects on schedule.
   (d) Firm’s most significant relevant project.

4. Level of Effort
   (a) Commitment of assigned personnel to the project.
   (b) Firm’s current workload and availability.

5. Proposal Fee
   Itemize fee to include major tasks, including sub-consultants, as outlined in Specifications.
Part 4 General Provisions

ARTICLE 1 SCOPE OF WORK
Proposer agrees to perform the services in accordance with the terms and conditions of this agreement. It is specifically agreed to by the proposer that the County will not compensate the proposer for any services provided not within the scope of this agreement without prior authorization, evidenced only by a written change order or addendum to this agreement executed by the Chairman of the Legislature of the County after consultation with the County department head responsible for the oversight of this agreement (hereinafter “department head”).

ARTICLE 2 TERM OF AGREEMENT
Proposer agrees to perform the services within 120 days after execution of agreement unless otherwise stated.

ARTICLE 3 COMPENSATION
The County will audit and pay the proper amounts due the proposer within sixty (60) days after receipt by the County of a County claimant’s certification form or invoice, and, if the either is objectionable, will notify the proposer in writing of the County’s reasons for objecting to all or any portion of the invoice submitted by the proposer.

A not-to-exceed cost as described in the pricing proposal has been established for the scope of services rendered by the proposer. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization of the County purchasing director, evidenced only by a written change order or addendum to this agreement, after consultation with the department head. It is specifically agreed to by the proposer that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to-exceed cost if the County’s authorization by the Chairman of the Legislature is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

ARTICLE 4 EXECUTORY CLAUSE
The County shall have no liability under this agreement to the proposer or to anyone else beyond funds appropriated and available for this agreement.

ARTICLE 5 PROCUREMENT OF AGREEMENT
The proposer represents and warrants that no person or selling agent has been employed or retained by the proposer to solicit or secure this agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The proposer further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The proposer makes such representations and warranties to induce the County to enter into this agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, County shall have the right to annul this agreement without liability, entitling County to recover all monies paid hereunder and proposer shall not make claim for or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if effected, shall not constitute sole remedy afforded County for such falsity or breach, not shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this agreement.
ARTICLE 6 CONFLICT OF INTEREST
The proposer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The proposer further represents and warrants that in the performance of this agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this agreement or in the proceeds thereof, unless such person (1) if required by the Oswego County ethics law as amended from time to time, to submit a disclosure form to the Oswego County board of ethics, amends such disclosure form to include their interest in this agreement, or (2) if not required to complete and submit such a disclosure form said person must either voluntarily complete and submit said disclosure form disclosing their interest in this agreement or seek a formal opinion from the Oswego County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and the proposer shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this agreement.

ARTICLE 7 FAIR PRACTICES
The proposer and each person signing on behalf of the proposer represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this agreement have been arrived at independently by the proposer without collusion, consultation, communication, or agreement with any other proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this agreement and on the proposal or quote submitted by the proposer have not been knowingly disclosed by the proposer prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

D. The fact that proposer (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of revised price lists for such items, or (iii) has provided same items to other customers at same prices being proposed, does not constitute, without more, a disclosure within the meaning of this article.
ARTICLE 8 INDEPENDENT CONTRACTOR
In performing the services and incurring expenses under this agreement the proposer shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, the proposer shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the proposer’s personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the proposer covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers’ Compensation coverage health coverage, unemployment insurance benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9 ASSIGNMENT AND SUBCONTRACTING
Pursuant to general municipal law §109, the proposer shall not assign any of its rights, interests or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the Chairman of the Legislature of the County. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this agreement.

Failure of the proposer to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the proposer, its assignees or transferees, and all monies that may become due under this agreement shall be forfeited to the County except so much thereof as may be necessary to pay the proposer’s employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the proposer for the benefit of its creditors made pursuant to the laws of the state of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10 BOOKS AND RECORDS
The proposer agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

ARTICLE 11 RETENTION OF RECORDS
The proposer agrees to retain all books, records and other documents relevant to this agreement for six (6) years after the final payment or termination of this agreement, whichever later occurs. County, or any state and/or federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
ARTICLE 12 AUDITS BY THE COUNTY AND OTHERS
All claimant’s certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant’s certification forms or invoices are based are subject to audit by the County. The proposer shall submit any and all documentation and justification in support of expenditures or fees under this agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the proposer shall make its records available to the County upon request. All books claimant’s certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. The proposer shall not be entitled to any interim or final payment under this agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13 INSURANCE AND STATUTORY COMPLIANCE
In acceptance of this agreement, the proposer covenants and certifies that it will comply, in all respects, with all federal, state and County laws which regarding work for municipal corporations including, but not limited to, Workers’ Compensation and employers liability insurance, hours of employment, wages and human rights, and the provisions of general municipal law §§103(a) and 103(b) and state finance law §§139-a and 139-b.

Pursuant to General Municipal Law §108, the parties hereto agree that this agreement contract shall be void and of no effect unless the proposer shall secure Workers’ Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers’ Compensation Law.

For all of the services set forth herein and as hereinafter amended, the proposer shall maintain or cause to be maintained, in full force and effect during the term of this agreement, at its expense, a workers’ compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers’ Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the proposer and not those of the County. Notwithstanding anything to the contrary in this agreement, the proposer irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by the proposer shall not in any way limit the proposer’s liability under this agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of Workers’ Compensation. If the contractor is self-insured, evidence of its status as a self-insured
entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:
   • be an insurance policy from an a.m. Best rated “secured” New York State licensed insurer.
   • contain a 30-day notice of cancellation.
   • state that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
   • The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

IV. Required insurance minimums:
   • **Commercial general liability insurance** $1,000,000 per occurrence/ $2,000,000 aggregate. General aggregate to apply on a per project basis.
   • **Automobile liability** $1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
   • **Workers' Compensation and NYS Disability** Statutory Workers’ Compensation, employers’ liability and NYS. Disability Benefits insurance for all employees.
   • **Professional liability/malpractice** $1,000,000 aggregate (if commercially available for your profession) $1,000,000 per claim

V. The proposer acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this contract. The proposer is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

**The proposer shall attach to this agreement a certificate of insurance evidencing the proposer’s compliance with these requirements.**

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County attorney and the department head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the proposer.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:
a. Policy retroactive dates coincide with or precede the proposer’s start of the performance of the services (including subsequent policies purchased as renewals or replacements);
b. The proposer will maintain similar insurance for at least six (6) years following final acceptance of the services;
c. If the insurance is terminated for any reason, the proposer agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
d. Immediate notice shall be given to the County through the department head and the County attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.

ARTICLE 14 INDEMNIFICATION
The proposer agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed pursuant to this agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the proposer, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the proposer either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of the proposer’s negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provide by law or this agreement.

ARTICLE 15 PROTECTION OF COUNTY PROPERTY
The proposer assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the proposer, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the proposer as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The proposer agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.
ARTICLE 16 TERMINATION
The County may, by written notice to the proposer effective upon mailing, terminate this agreement in whole or in part at any time (1) for the County’s convenience, (2) upon the failure of the proposer to comply with any of the terms or conditions of this agreement, or (3) upon the proposer becoming insolvent or bankrupt.

Upon termination of this agreement, the proposer shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to the proposer pursuant to this agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by the proposer through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this agreement, in whole or in part, as provided in this article, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the proposer shall continue the performance of this agreement to the extent not terminated hereby. If this agreement is terminated in whole or in part for other than the convenience of the County, any services procured by the County to complete the services herein will be charged to the proposer and/or set off against any sums due the proposer.

Notwithstanding any other provisions of this agreement, the proposer shall not be relieved of liability to the County for damages sustained by the County by virtue of the proposer’s breach of the agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to the proposer for the purposes of set-off until such time as the exact amount of damages due to the County from the proposer is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 17 GENERAL RELEASE
The acceptance by the proposer or its assignees of the final payment under this agreement, whether by claimant’s certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of the proposer arising out of the performance of this agreement.

ARTICLE 18 SET-OFF RIGHTS
The County of Oswego shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County’s right to withhold for the purposes of set-off any monies otherwise due to the proposer (i) under this agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this agreement for the purposes of set-off as to any amounts due and owing to the County for any reason.
whosoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

**ARTICLE 19 NO ARBITRATION**
Any and all disputes involving this agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Legislature of County, but must instead only be heard in the supreme court of the State of New York, with venue in Oswego County or if appropriate, in the federal district court with venue in the northern district of New York, Syracuse division.

**ARTICLE 20 GOVERNING LAW**
This agreement shall be governed by the laws of the state of New York. The proposer shall render all services under this agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

**ARTICLE 21 ACCEPTANCE OF SUBSTITUTED SERVICE**
The proposer hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York civil practice law and rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with cplt§311(4).

**ARTICLE 22 TAXES**
The County of Oswego is exempt from the payment of sales and compensating use taxes, manufacturer’s excise taxes and all other taxes imposed by the State of New York and the federal government. Taxes shall not be included in any contract or proposed price. A tax exempt certificate will be executed upon the proposer’s request.

**ARTICLE 23 CURRENT OR FORMER COUNTY EMPLOYEES**
The proposer represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this agreement or any other agreement that said the proposer has or may have with the County without the express written permission of the County of Oswego. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this agreement without liability, entitling the County to recover all monies paid hereunder and the proposer shall not make claim for or be entitled to recover, any sum or sums otherwise due under this agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this agreement.
ARTICLE 24 ENTIRE AGREEMENT
The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this agreement, including any attachments, which supersedes any other understandings or writings between or among the parties.

ARTICLE 25 MODIFICATION
No changes, amendments or modifications of any of the terms and/or conditions of this agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services covered by this agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the Chairman of the Legislature of the County, after consultation with the department head, executes an addendum or change order to this agreement, which addendum or change order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this agreement shall apply with all force and effect to the terms and conditions contained in such addendum or change order.

ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN
In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women's Business Development pertaining hereto.

ARTICLE 27: IRANIAN ENERGY SECTOR DIVESTMENT

27.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
   (a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
   (b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

27.2 Any Contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible proposer pursuant to Section 103 of the New York State General Municipal Law.

27.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:
   (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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Oswego County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

27.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the
Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The County of Oswego has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Oswego would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.
Sealed Proposals are due by **2:00 p.m., Tuesday, February 16, 2016** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and RFP for **RFP 1-16 DESIGN SERVICES CR 17**, and offers to fulfill the activities as shown on the attached RFP for the cost listed below.

Rehabilitation of **CR 17 OVER SALMON RIVER, BIN 3313410**, Oswego County, NY

<table>
<thead>
<tr>
<th>Amount in Writing</th>
<th>Amount in Words</th>
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<tr>
<td>Implementation, Design Development &amp; Final Revisions</td>
<td>$</td>
</tr>
<tr>
<td>Bid Documents and Public Bidding</td>
<td>$</td>
</tr>
<tr>
<td>Record Drawings</td>
<td>$</td>
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<tr>
<td>Expenses</td>
<td>$</td>
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<td>Construction Support</td>
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<td>TOTAL</td>
<td>$</td>
</tr>
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</table>

Federal ID Number:

Type or Print Name: __________________________

Company: __________________________

Title: __________________________

Address: __________________________

Authorized Signature: __________________________

Date: __________________________

Telephone Number: () / Fax: ()
Please attach any additional information to this sheet.
RFP 1-16 CR 17 Design Services

PROPOSER 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 RFP, 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  

Signature  

Date  

26
NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

(a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 proposal 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 Proposer or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor;

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal 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 proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (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 proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

__________________________________________
Company

__________________________________________
Type or Print Name

__________________________________________
Date

__________________________________________
Title

__________________________________________
Authorized Signature

27
RESOLUTION FOR CORPORATIONS ONLY

Resolved that _______________________________________________________(individual) is authorized to sign and submit the proposal of this corporation for the following project:

DESIGN SERVICES CR 17

and to include in such 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 proposer 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 ______________ , 2016.

_________________________________________
Secretary

(Seal of Corporation)
NON-PROPOSER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective proposers fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our proposers’ list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY  13126.

1. Unable to make a proposal at this time, but would like to receive future Proposals.

2. Items or material not manufactured, distributed, stocked,furnished.

3. Services, 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 proposal.

7. Other reasons:

__________________________________________________________________
__________________________________________________________________

You may remove our name from the proposer list for:

This Commodity Group / This Item or Material / All Proposals

Company _______________________________ Type or Print Name _______________________________

Title _______________________________ Address _______________________________

Authorized Signature _______________________________ ( ) ________________

Date _______________________________ Telephone Number _______________________________
CR 17 over Salmon River (BIN 3313410)
BIN 3313410
CR 17 Over Salmon River