



**COUNTY OF OSWEGO  
PURCHASING DEPARTMENT**

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

October 27, 2009

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:30 p.m., Tuesday, November 17, 2009** for the purchase of:

**GOODYEAR TIRES, SERVICE & REPAIRS**

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. and online at [www.oswegocounty.com/purchasing](http://www.oswegocounty.com/purchasing). Bids will be publicly opened and read aloud at the above date, time and place.

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

Fred M. Maxon  
Purchasing Director

**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 #37-09 – GOODYEAR TIRES, SERVICE & REPAIRS.**

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.

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.

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.

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.

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 -

**SECTION 2**  
**INFORMATION FOR BIDDERS – SPECIAL CONDITIONS**

**QUANTITIES**

Quantities shown on the Bid Reply Sheet are **approximate only**, and are not commitments to purchase. The contract shall be for the quantities actually ordered during the contract period.

**BID AWARD**

The award will be made to one vendor on an all or nothing basis, based on the bidder's ability and facilities to supply and maintain the tires, tubes, etc. called for, evaluation of the bidder's proper understanding of the user's needs and bid price. The contract shall be awarded to the responsible bidder best meeting the above criteria. The owner may, at its discretion, reject any or all bids or accept any which in its opinion best serve its interests.

**PRICING**

- A. **All prices and discounts are to be quoted firm against increase for one (1) year from the effective date, on an F.O.B. delivered basis. NOTE: In the case of NYS contract pricing which is beyond control of the Bidder, any cost changes must be provided to the County immediately upon issuance.**
- B. Bidder shall provide their manufacturer's net state price inclusive of discount for their best quality tire for the listing of products attached.
- C. Bidder shall provide their manufacturer's net state price catalog for their best quality tires. Bidder shall mark in their catalog, the best grade, second best, etc. Catalogs are to be provided for all specified products, including tires, tubes, recaps, and wheels for passenger cars, patrol cars, trucks of various sizes, heavy equipment and off-the-road equipment. Bidders shall attach to the inside of each catalog provided the discount he proposes to allow on various types, grades, and sizes of tires and wheels. Bidder shall also include in his bid the discount from list which will apply to any new tire or tube which may become available during the contract period.
- D. Bidder shall state charges for service including mounting, dismounting of various sizes or product, tire and wheel balancing, flat repair, service calls and recapping.

**EXCEPTIONS**

**Partial bids will not be accepted.** Bids must be for all items, completely furnished and installed at designated location. Where deviations are necessary, the bidder shall explain the deviations in detail for proper evaluation of the bid. Failure to list said deviations will be considered sufficient cause to render the bid invalid.

**CONTRACT PERIOD**

The Contract shall be for a period of one year effective January 1, 2010 through December 31, 2010. The County reserves the right to extend the contract under the same terms and conditions for one additional year from the date of expiration. The extension may be based upon a new manufacturer's net state price discount listing acceptable to the County. In the event either party decides not to renew, it shall then notify the other party in writing that it has decided to terminate the contract at the end of the contract period.

**GUARANTEE**

- A. Bidder shall guarantee products under the terms of the manufacturer’s standard published guarantee. Adjustment will be based on the contract price.
  
- B. Bidder shall provide his guarantee for balancing and repairs.

**DELIVERY**

Delivery of all materials must be made to the County’s job sites or various garage facilities within twenty-four hours or order, or as required by the County.

**MATERIALS QUALITY**

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

**METHOD OF PAYMENT**

Payment shall be made at the Contract price for the actual quantities or material furnished and verified by the receiving agency. A delivery slip stating quantities shall accompany each shipment. Invoices shall be sent promptly by the Contractor to 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, 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.

**OTHER CONDITIONS**

- A. Bidder shall by an authorized dealer of the original equipment tires bid.
- B. The Contractor agrees to supply the Cities, Towns and Villages in Oswego County, who desire, according to the terms and conditions of these specifications at the same unit prices.
- C. The County reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchases.
- D. If, during the life of the Contract awarded as a result of this bid, the federal or state government adopts a new specification incorporating revised safety standards, the County reserves the right to cancel its Contract at no cost to the Contractors or accept tires meeting the new specifications. In the latter instance, if the new tires carry a higher list price due to manufacturing costs involved, the County agrees to accept the revised price list and the Contractor agrees to sell tires at the same discount originally offered.

- END OF SECTION 2 -

**SPECIFICATIONS FOR OSWEGO COUNTY VEHICLES  
GOODYEAR TIRES, SERVICE AND REPAIR**

This specification shall include the following:

1. Bidder shall provide Goodyear tires as specified.  
(Note: County has standardized the use of Goodyear tires.)
2. Bidder shall provide on job site service as follows:
  - a.) Mounting and dismounting of various sizes of tires, wheels and tubes
  - b.) Tire and wheel balancing
  - c.) Flat repair and service calls
  - d.) Service calls for repair and replacement as required by County
  - e.) Inspection services relative to wear of tires, projected tread life, and replacement recommendations

**VENDOR BID REPLY SHEET**

Sealed bids are due by **2:30 p.m., Tuesday, November 17, 2009** at the Oswego County Purchasing Department, 46 E. Bridge Street (3<sup>rd</sup> Floor), Oswego, NY 13126.

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

**POLICE AUTO**

<b>Description</b>	<b>Product Code</b>	<b>~Tires Purch. Price Last 12 Mos. Per Tire</b>	<b>Extended Price</b>
P225/60R16	147-354-070	94	_____
P235/55/R17	166-579-530	144	_____

**LIGHT TRUCK**

750-16 WH RIB 10 ply	312-100-090	10	_____
21585R16 G933	PC 139-081-304	6	_____
P21570R16 Fortera Silent Armor	687-205-170	8	_____
LT21585R16 Wrangler Silent Armor	748-517-188	8	_____
LT22575R16 Wrl Sil Armor 10 Ply	748-748-188	8	_____
LT23585R16 Wrl HT 10 ply	774-725-502	10	_____
LT23585R16 E G933 RSD	139-080-304	1	_____
LT24575R16 Wrl Silent Armor	748-747-188	8	_____
LT24575R16 E Wrl RT/S	749-353-060	4	_____
LT24575R17 Wrl Silent Armor	748-636-189	20	_____
LT26570R17 Wrl Sil Armor 10 Ply	748-535-189	8	_____

**MEDIUM COMMERCIAL**

22570R195 G622 12 ply	139-418-205	14	_____
11R22.5 G661 16 ply	PC 138-179-337	26	_____
11R225 G182 16 ply	138-803-185	10	_____
11R22.5 G622 16 ply	PC 138-307-265	25	_____
11R245 G182 14 ply	138-801-185	20	_____
11R245 G182 16 ply	138-941-185	90	_____
11R245 G395 14 ply	138-955-155	40	_____

continued next page

**MEDIUM COMMERCIAL (continued)**

<b>Description</b>	<b>Product Code</b>	<b>~Tires Purch. Price Last 12 Mos. Per Tire</b>	<b>Extended Price</b>
25570R225 G104	756-780-030	11	_____
22570R225 G169	756-780-519	10	_____
29575R225 G395	756-817-155	5	_____
38565R225 G286	759-315-200	5	_____
42565R225 G286	759-313-200	20	_____

**OFF-THE-ROAD TIRES**

*295-25	124-925-371	0	*	_____	0
*265R25	136-087-547	0	*	_____	0
*23.1x26 Smooth 10 ply		0	*	_____	0

\*Price required

**TOTAL** \$ \_\_\_\_\_

**SERVICE AND REPAIRS**

	<b><u>PRICE EACH</u></b>
1. Mounting and Dismounting	
Passenger	\$ _____
Small Truck	\$ _____
2. Wheel Balancing	
Passenger – Spin Balance	\$ _____
3. Flat Repairs	
Passenger	\$ _____
4. Service Calls	
Giant Tires	\$ _____ /hr
5. Additional Charges or Restrictions	
Per Mileage Charge	\$ _____ /hr
Night and Weekend Calls	\$ _____ /hr
6. Credit for casings in good condition	\$ _____

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 prices set forth.

\_\_\_\_\_  
Print of Type Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

(       )                      / (       )  
Telephone #                      Fax #

**ADD ANY ADDITIONAL INFORMATION TO THIS SHEET**

**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

**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 #37-09 \_\_\_\_\_  
 \_\_\_\_\_ GOODYEAR TIRES, SERVICE & REPAIR \_\_\_\_\_

<b>KIND OF INSURANCE</b>	<b>COMPANY &amp; POLICY NO.</b>	<b>EXPIRATION DATE</b>	<b>LIMITS OF LIABILITY</b>
( X ) Workers' Compensation	(form C105.2)		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
( ) Owner's Protective Liability			CSL of \$1,000,000 per OCC in Primary Policy

The above-described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to the Oswego County Purchasing Department.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above-described policies have been endorsed as necessary to provide the limits of liability indicated.
7. 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

**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