



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

May 13, 2010

LEGAL NOTICE

Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Thursday, June 3, 2010** for:

AIR CONDITIONING UNIT

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 BIDS.

Fred Maxon
Purchasing Director

PART 1 INFORMATION FOR VENDORS

The County of Oswego is soliciting bids from qualified firms to furnish and install an **AIR CONDITIONING UNIT** at the Board of Elections warehouse. The general scope includes complete installation of a ground air conditioning unit on a concrete pad. The warehouse, now storing the new electronic voting machines, requires improved air handling. This bid is for the AC unit only.

DEADLINE, RECEIPT AND OPENING OF BIDS

Each Vendor shall submit a **signed original bid and three (3) copies in a sealed opaque envelope indicating the company's name and BID #25-10 - AIR CONDITIONING UNIT.** Bids are due on or before **2:00 p.m., Thursday, June 3, 2010.** Either mail or deliver bids in person to:

Fred Maxon, Director
Oswego County Purchasing Office
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 Bids may not be withdrawn within sixty (60) days after the actual date of opening.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

Bids delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.

VENDOR'S RESPONSIBILITIES

It is the Vendor's responsibility to meet the entire intent of these specifications. Vendors shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their bid. Failure on the part of any Vendor to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Vendor did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the bid.

It is the responsibility of each Vendor to:

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

COMMUNICATIONS

Communications with the County shall be solely through the officials indicated below. Vendors are specifically directed not to contact any other County officials or employees in any fashion regarding this bid, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the bid. The County will not be responsible for any oral representations or instructions.

General questions regarding BID process:	Schematics/Specifications/Technical Questions and Site Visits:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Bill Malone Superintendent Buildings and Grounds 111 East 11 th Street Oswego, NY 13126 (315) 349-8251

SPECIFICATIONS DISCREPANCY

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

SCOPE PARAMETERS

If a Vendor identifies an additional element not included in this bid, which in its judgment would be essential to accomplish the intended objectives as articulated in this bid, the Vendor should identify this element in its bid and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Vendor identifies a task within the bid that it believes could be modified or deleted without impacting the objectives of the bid, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

VENDOR’S QUALIFICATIONS & ELIGIBILITY

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

AWARD

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

Additional selection factors may be included under the SPECIFICATIONS section of this bid.

The Vendor must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations. The County may award a contract based upon the bids received, without discussion of such bids with Vendors. **Each bid should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written bid. Submission of a bid does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.

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 bids over \$5,000 are subject to final review and acceptance by the Oswego County Legislature before any award of contract may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

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

COMMENCEMENT OF WORK

Upon execution and delivery of the purchase contract and delivery of any required performance bonds, including the required Certificates of Insurance and the approval thereof by the County Attorney, the successful Vendor will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Office.

CANCELLATION

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, they may be determined to be in breach and the contract may be terminated by giving written notice to the Vendor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.

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

PRICING

All prices are to be lump sum and quoted firm against increase for the duration of this purchase. Travel and incidental expenses cannot be separately invoiced. The County shall not be responsible for any additional costs.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Buildings and Grounds Department. Oswego County does not pay in advance. Invoices shall be sent to the Oswego County Buildings and Grounds Department, 111 East 11th Street, Oswego, NY 13126.

WARRANTY

All equipment and materials furnished and installed under this contract shall be guaranteed against defects in materials and workmanship for a period of at least 2 years from the date of final acceptance by the County. Any defective materials and/or equipment shall be repaired or replaced within 5 days written notice from the Superintendent of Buildings and Grounds, at no additional cost to the Owner.

Within the warranty period, no payment made under the contract shall be construed as an acceptance of defective work or of improper materials, or as condoning any negligence or omission.

- END OF PART 1 -

PART 2 - SPECIFICATIONS

12.5 TON AIR CONDITIONING/AIR HANDLING UNIT (COOLING ONLY)

Outside bottom base dimensions = 93.75" long x 63.25" wide x 49.25" high

Standard Trane "executive beige" green / grey color

Include: Power wiring to the unit, unit startup, and air balancing

Airflow

Nominal 5000 CFM @ 1.5" ESP

Belt drive allowing airflow adjustment. (See catalog for fan performance.)

5.0 HP supply fan motor

Downflow configuration (Supply and return duct connections are on the bottom of the unit)

Cooling

Dual compressors for 2-stage operation

Nominal 12.5 Tons of cooling (150,000 BTUs)

Power -208 -230 Volts / 60 Hertz / 3 Phase

Contractor must verify proper voltage.

Controls BAYSENS119

(Programmable Zone Temperature Sensor Configured as a constant volume unit)

This unit requires a remote 2-stage cool / 2-stage heat space thermostat. It can also be tied into the building control system. A factory mounted thermostat interface is included which allows use of a generic (non-Trane) thermostat.

Filters

1 complete set of filters must be included.

All filters are 2" thick, standard throwaways.

Placement/Delivery

Unit is to be set near exterior of the building (185 East Seneca Street, Oswego, NY 13126 on a concrete equipment pad. The installer will be available to assure proper placement. Delivery must occur during regular business hours.

Ducts

The unit should include supply duct and grills to serve the entire length of the warehouse space as well as two offices.

Open ended return air duct

Exterior duct installation included

RTU

Standard cooling only

Side or bottom air flow discharge

12½ ton nominal Cooling Capacity R410 A

208-230 Volt / 60 Hertz / 3 Phase

Downflow economizer with Barometric Relief

Programmable Sensor with Night Setback and system function lights (FlD)

General

Dedicated Downflow or horizontal airflow Operating range 115 degrees and 0 degrees Fahrenheit
(Factory standard)
Performance ARI rated
Factory assembled
Internally wired 100 % run tested (before leaving the factory)
Wiring – colored and numbered
UL listed and labeled

Casing

Zinc coated heavy gauge, galvanized steel
Exterior – clean, baked enamel finish. Compliance with ASTM B117

Cabinet Construction

All exposed vertical panels and top covers in the air section – Insulated with ½ inch, 1-pound density, foil-faced fire resistant permanent, odorless glass fiber material. Downflow unit base pan – no penetrations within the perimeter of the curb, other than the raised, 1⅛” high supply/return openings to provide an added water integrity precaution.
Base of unit must have provisions for crane lifting.

Unit Top

One piece gasket sealed

Filters

2 inch standard filters – factory supplied. Optional pleated media filters shall be available.

Compressors

Direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps
Motor – suction gas cooled
Voltage must be + / - 10% of nameplate listed voltage
Internal overloads shall be provided with the scroll compressors
Include crankcase heater
Low and high pressure control as standard

Crankcase Heaters

Band heaters – to improve compressor reliability

Refrigerant Circuits

Service pressure ports - standard independent fixed orifices or thermostatic expansion devices

Evaporator and Condenser Coils

Standard - Internally finned 5/16” copper tubes mechanically bonded to a configured aluminum plate fin
Coils must be leak tested.
Evaporator coil and condenser leak tested to 200.00 psi, and pressure tested to 450.00 psi.
Condenser coils – permanently gapped easy cleaning

Outdoor Fans

All motors thermally protected, direct drive, statically and dynamically balanced, drive through in the vertical discharge position. Permanent lubrication with built in thermal overload protection.

Indoor fan

Belt driven FC centrifugal fans, with adjustable motor sheaves. Units with standard motors Controls with adjustable idler arm. Meets the U.S. Energy Policy Act of 1992, (EPACT)

Defrost Controls

Adaptive demand defrost shall be provided

Discharge Line Thermostat

Provide extra protection to the compressors against high discharge temperatures

Economizer – Downflow

0-100% motor and damper modulation. Standard Barometric relief with Downflow economizer, providing a pressure operated damper that will prevent the entrance of outside air.

Digital Display-Zone Sensor

Programmable set points with LCD interface

Electrical/General data

Operating voltage range – 187-253

Primary voltage – 206

Secondary voltage - 230

Phase 3 unit

EER – 11.0

Minimum circuit ampacity – 88.0

Maximum fuse - 80.0

Maximum Circuit breaker – 80.0

Compressor – 5.6 HP, Phase 3

Outdoor motor .5 HP, Phase 1

Indoor motor 3 HP, Phase 3

- END OF PART 2 -

PART 3 - BID FORMAT

All bids must be in accordance with the format specified below. Please submit one signed original and three (3) copies of your bid in a sealed envelope marked **BID #25-10 - AIR CONDITIONING UNIT**.

Vendor Reply Cover Sheet (attached)

Vendor Information Sheet (attached)

Non-Collusion Certification (attached)

Resolution for Corporations (attached)

Bid Body. Please include the following:

Describe how you will fulfill the scope of work as identified in this bid. Include a tentative time schedule.

Describe in detail your organization's experience with similar projects. Include:

1. A listing of any current projects of this same type and the client's names;
2. Any proposed projects of this same type and the client's names;
3. A listing of completed projects over the past five (5) years of this same type and the client's names.

References. Please provide a listing of references for projects of this same type completed within the past five (5) years.

- END OF PART 3 -

PART 4 - GENERAL PROVISIONS

In submitting a bid, a Vendor agrees to be bound by the requirements set forth in the following General Provisions and the above Information for Vendors and Specifications. Whenever reference is made to the term “Contractor” or “Vendor” this shall include the party with whom the County may enter into an agreement, as well as any subcontractors whom the Vendor has engaged to complete portions of the scope of services. Whenever reference is made to the term “County” this shall include the County of Oswego.

HOLD HARMLESS

The Contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of Oswego, its officers, employees and agents from any and all liability damage claims, demands, costs, judgments, fees, attorney’s fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor, or by third parties under the control and direction of the Contractor.

INDEMNIFICATION

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

NON-DISCRIMINATION

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

LAWS, CODES & REGULATIONS

The Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the bid.

ASSIGNMENT & SUBLETTING

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor’s bid, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The contractor shall not assign, transfer, sub-lease, 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.

CONTRACT MODIFICATION

Either party may at any time during the term of this contract request amendments or modifications. Requests for amendment or modification of this contract shall be in writing, specifying the changes sought and the reasons. The County will have final approval.

DISPUTES

The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Oswego County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter.

The Vendor will retain all records pertinent to this agreement, for a period of seven (7) years from either the date of final payment of this agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is longer.

When a fiscal or special audit determines that the Vendor has expended funds which are questioned under the criteria set forth, herein, the Vendor shall be notified and given the opportunity to justify questioned expenditures prior to the County's final determination of the disallowed costs, in accordance with the procedures established under contracted funding regulations.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

EXECUTORY CLAUSE

It shall be understood by and between the parties that the contract shall be deemed executory to the extent of the monies available to the County for said purpose, and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

PERTAINING TO GENERAL MUNICIPAL LAW

The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

IDENTIFICATION

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

- Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- Where the contractor is a partnership, at least one general partner must sign;
- Where the contractor is a sole proprietor, the owner of the company must sign;
- All signatures on bids, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

UNCONTEMPLATED PURCHASES

Oswego County reserves the right to request separate bids or bids should quantities or conditions change such that contractual services may be best procured via separate public bid offering, and to otherwise act in furthering its own interests.

VALIDITY OF PROVISIONS

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.

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.

NON-COLLUSION

Pursuant to Section 103D of the General Municipal Law, each Vendor must submit an affidavit of non-collusion signed by an officer of the company.

LICENSE AND PERMITS

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF BID

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any bid that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced bids, may be cause for rejection. An unbalanced bid is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

TAXES

The County is exempt from payment of taxes imposed by the federal government and/or the state of New York. The successful Vendor is responsible for all applicable state, local and federal taxes.

NO EXTENSIONS OF CREDIT BY COUNTY

Pursuant to the applicable provisions of the New York State Constitution, the County of Oswego is prohibited from extending credit to individuals or entities to finance the operation of this program.

REQUIREMENTS FOR CONTRACT

The purchase contract, as well as the statements and specifications that accompany the bids, and which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the County Attorney.

SECURITY

The Vendor shall obtain and maintain general and/or professional liability insurance to include comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury, accidental death and property damage, and insurance related to training, as required by law.

The Vendor ensures that those employees in positions allowing for access and or control of program funds are properly bonded. The Vendor also agrees to reimburse Oswego County for any loss incurred in relation to this clause. The bond should be in effect from the date of entry into the contract through one year following the expiration date of this contract.

EMPLOYMENT

Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

FREEDOM OF INFORMATION LAW

Vendors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). The County will make every reasonable legal effort to maintain the confidentiality of bids and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their bids as "Proprietary Information."

- END OF PART 4 -

PART 5 - INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor 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**
\$2,000,000 per occurrence / \$4,000,000 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.
 - **Excess/Umbrella Insurance**
1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
 - **Workers' Compensation and NYS Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor 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.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor'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 Vendor.

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 Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor 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, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County of Oswego; 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.

- END OF PART 5 -

VENDOR REPLY COVER SHEET

Sealed bids are due by **2:00 p.m., Thursday, June 3, 2010** 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 BIDS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Bid for **BID #25-10 - AIR CONDITIONING UNIT**, and offers to fulfill the activities as shown on the attached bid for the cost listed below.

LUMP SUM COST = \$ _____

Federal ID Number: _____

Type or Print Name

Company

Title

Address

Authorized Signature

() / ()

Date

Telephone Number / Fax

Please attach additional bid information to this sheet.

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

E-mail: _____

Signatory Authority: _____

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

Name//Title

Signature

Date

NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this bid, each Vendor and each person signing on behalf of any Vendor 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 Vendor 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 Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;
 - (3) No attempt has been made or will be made by the Vendor 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 Vendor cannot make the foregoing certification, the Vendor 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 Vendor (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 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

RESOLUTION FOR CORPORATIONS ONLY

Resolved that _____ (individual) is authorized to sign and submit the bid or bid of this corporation for the following project:

BID # 25-10 - AIR CONDITIONING UNIT

and to include in such bid or bid the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____
_____ Corporation at a meeting of its Board of Directors
held on the _____ day of _____, _____, and is still in
force on this _____ day of _____, 2010.

Secretary

(Seal of Corporation)

NON-PROPOSER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our Vendors’ list. If you are NOT submitting a bid, 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 bid at this time, but would like to receive future BIDs.
- _____ 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 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

AIR CONDITIONING UNIT

Address

Authorized Signature

()

Date

Telephone Number