



## OSWEGO COUNTY 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/purchasing](http://www.oswegocounty.com/purchasing)  
Fred Maxon, Director

February 9, 2009

### LEGAL NOTICE

Sealed Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY no later than **2:00 p.m., Monday, March 9, 2009** for:

### **Architectural, Engineering, and Construction Management Services**

Specifications are available at the Purchasing Department at the above address during regular office hours, or online at [www.oswegocounty.com/purchasing](http://www.oswegocounty.com/purchasing).

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

Fred M. Maxon  
Purchasing Director

## **INFORMATION FOR VENDORS**

The County of Oswego is soliciting proposals from qualified firms for **Architectural, Engineering and Construction Management Services** regarding the rehabilitation of a commercial building in the Village of Mexico, NY.

### **BACKGROUND**

The County of Oswego in conjunction with Oswego County Opportunities, Inc. is seeking proposals from qualified firms for architectural, engineering and construction management services. The project consists of the renovation/redevelopment of a 6,516 sq. ft. commercial (light industrial) building constructed in 1987. The structure, when completed, will be used as a Senior Nutrition site and will include a complete kitchen, dinning area and associated office space. The site is .91 acres in size and is located in the Village of Mexico, NY at 5871 Scenic Avenue.

The building must be designed with food preparation as the main activity. Approximately 1,000 meals will be prepared at this site daily and delivered to seniors in Oswego County as part of the Senior Nutrition Program (“Meals on Wheels”). It is anticipated that the kitchen will be used to prepare up to 2,000 meals per day in the near future.

Oswego County is seeking a firm with experience in projects of similar size and complexity. It is desired that the selected firm would have experience and expertise with the specialized requirements of an industrial type kitchen, and the needs of senior citizens and people with disabilities.

The scope of services includes all design and construction services including but not limited to, architectural, structural, plumbing, mechanical, electrical, civil, utilities, traffic engineering, and complete landscape, parking, loading and signage design.

In conjunction with the schematic design and approval of the design program report, the firm will be responsible for the preparation of the following: interior and exterior architectural character, interior space relationship, kitchen design and production circulation, appropriate HVAC, electrical and mechanical systems (including computer and telephone), structural systems, external and interior pedestrian circulation, appropriate fire protection and security systems, landscaping, ingress and egress plan, and parking.

### **CONTRACT ADMINISTRATION**

Based on decisions and approvals made by the County and the Village, the firm will be responsible for the preparation of detailed drawings, specifications, and projected cost of construction work and all new equipment required. Additionally, the selected firm will be responsible for, but not limited to the following: present drawings and specifications to the County and to any other agency which has regulatory interest in the project; prepare bidding documents, assist the county in preparation and award of the construction contract, make periodic visits to the construction site and consult with the County concerning the progress; actively participate in periodic meetings with the contractor and the County, provide the Owner with accurate “as built” drawings of all construction and provide all final drawings in both hard copies and digital formats.

The firm must provide the County with regular reports concerning the construction progress and quality of work; review and recommend approval/denial/modification of all change order requests and final inspection (including punch list) and recommendations for project close out.

### **DEADLINE, RECEIPT AND OPENING OF PROPOSALS**

Each Vendor shall submit a **signed original proposal and two (2) copies in a sealed opaque envelope indicating the company's name and proposal title: RFP #4-09 – Architectural, Engineering, and Construction Management Services.**

**Proposals are due on or before 2 p.m., Monday, March 9, 2009.** Either mail or deliver proposals in person to:

Oswego County Purchasing Office  
46 East 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 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 proposal. 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 RFP.

It is the responsibility of each Vendor to: Examine the RFP documents thoroughly; consider federal, state and local laws and regulations that may affect the proposal; study and carefully correlate Vendor's observations with the RFP document; **visit the project site to become familiar with local conditions that may affect the proposal. Access to the site can be arranged by contacting Dan Sanders of OCO, Inc. at (315) 598-7855 (x233).**

### **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 RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

<b>General questions regarding RFP process:</b>	<b>Schematics/Specifications/Technical Questions or to arrange a site visit:</b>
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Dan Sanders Oswego County Opportunities, Inc. 239 Oneida Street Fulton, NY 13069 (315) 598-7855 (x233)

**SPECIFICATIONS DISCREPANCY**

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP 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 RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the Vendor should identify this element in its proposal 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 RFP that it believes could be modified or deleted without impacting the objectives of the RFP, 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.

**AWARD**

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, 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 RFP’s criteria in the opinion of the County.

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

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 proposals received, without discussion of such proposals with Vendors. **Each proposal 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 proposal. Submission of a proposal 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, martial status, age, sexual orientation or natural origin. Minority Owned Businesses Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) are encouraged to apply.

All proposals 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 proposals by the County shall not be construed as authority to bind the County.

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

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

#### **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 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 Director. It is a requirement that the work be completed by December 1, 2009.

#### **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, the Vendor 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 the contract, and include consideration for expenses related to notices, drawings, and reproduction. Travel and incidental expenses will not be 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 Department of Community Development, Tourism and Planning. Payment schedule is negotiable. Invoices shall be sent to the Oswego County Department of Community Development, Tourism and Planning, 46 East Bridge Street, Oswego, NY 13126.

## **VENDOR'S QUALIFICATIONS & ELIGIBILITY**

Bidders for this project must be licensed engineers or architects in the State of New York. The Vendors must have demonstrated expertise in and significant knowledge of New York State General Municipal Law, County Law, public health and environmental law as they pertain to food preparation/dining facilities and construction project management.

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 proposal 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.

## **SPECIFICATIONS / SCOPE**

Oswego County requires the successful vendor will provide expert architectural, engineering and construction management consulting services for the rehabilitation of the facility located at 5871 Scenic Avenue, Mexico, NY. Oswego County Opportunities intends to operate a kitchen for their Senior Nutrition Program on this site. The vendor will be responsible for seeing that the project is constructed within the budget as held by Oswego County, and within the timeframe as prescribed by Oswego County Opportunities.

The requested proposal will include permitting, design and construction management for the aforementioned project as follows:

- Prepare all plans and specifications for the bidding and construction of the Senior Nutrition Center rehabilitation work and related items.
- All documents and activities shall be in compliance with all applicable state, federal and local codes, statutes, standards and regulations.
- Provide 20 copies of the bid documents for distribution to bidders.
- Bid documents will be subject to review and approval of the County Purchasing Director.
- Provide a construction cost estimate.
- Obtain a building permit on behalf of the Owner.
- Provide advice during the bidding process, attend a pre-construction meeting and evaluate bids.
- Provide construction supervision and administration, review submittals, ensure compliance with all applicable state, federal and local codes, statutes, standards and regulations relating to construction, health, safety, and permitting.
- Coordinate with the staff of Oswego County Opportunities, Inc. and Oswego County Department of Community Development, Tourism and Planning.
- Vendors also agree to allow the County, OCO or any authorized representative of either access to the job site at any time during the course of the project.

Any information needed to prepare a response can be provided by contacting the County Purchasing Director. Firms shall propose a time schedule to complete the above specifications, indicate availability to attend meetings, and provide the names of the staff that will be assigned to the project.

**DESIGN / BUILD ALTERNATIVE**

In the event that a firm wishes to submit a comprehensive proposal that includes a design/build scenario, vendors should be aware that all other provisions of this RFP shall apply. The County and OCO reserve the right to have an independent third party review any and all documents and drawings or work in progress.

## **PROPOSAL FORMAT**

All proposals must be in accordance with the format specified below. Please submit one signed original and two (2) copies of your proposal.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Proposal Body. Please include the following:
  1. Describe how you will fulfill the scope of work as identified in this RFP. Include a tentative time schedule.
  2. Identify the staff that would be assigned to work on this project. Define the capacity in which each person would be working, and describe the qualifications, education, training, expertise, and experience that qualifies these individuals to work on this project.
  3. Describe in detail your organization's experience with similar projects. Include:
    - a) a listing of any current projects of this same type and the client's names.
    - b) a listing of any proposed projects of this same type and the client's names.
    - c) a listing of all completed projects over the past three (3) years of this same type and the client's names.
- VI. Itemized cost proposal.
- VII. References: Please provide a listing of references for projects of this same type completed within the past three (3) years.

## **GENERAL PROVISIONS**

In submitting a proposal, 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.

### **PROFESSIONAL SERVICES AGREEMENT**

The successful Vendor will be required to execute a professional services agreement with Oswego County. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the Information for Vendors, Specification and General Provisions) and may include those reflected in the specific proposal submitted. The contract documents shall be the exclusive source of the Vendor’s rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

### **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 proposal. Some of the applicable laws would include but not be limited by:

**1. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

**2. Davis-Bacon Act, as amended (40U.S.C. 276a to a-7)** – When required by Federal grant program legislation, all construction contracts awarded by Recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

**3. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** – Where applicable, all contracts awarded in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours on the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**4. Patent Rights to Inventions Made Under a Contract or Agreement** – Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sea.), as amended** – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**6. Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended** – All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38.

7. The following provisions shall also be included in all contracts:

- a. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
- b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the Recipient, including the manner by which such termination shall be effected and the basis for settlement.
- c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the United States Office of Civil Rights (OCR) may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
  - i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
  - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

- iv. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223. "Surety Companies Doing Business with the United States."
- d. All negotiated contracts awarded by Recipients or sub-recipients shall include a provision to the effect that the Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents. Papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- e. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.
- f. All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

#### **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 proposal, 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.

#### **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:

- a. 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;
- b. Where the contractor is a partnership, at least one general partner must sign;
- c. Where the contractor is a sole proprietor, the owner of the company must sign;
- d. All signatures on proposals, 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 proposals 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 PROPOSAL**

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal 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 proposal 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 contract, as well as the statements and specifications that accompany the proposals, 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**

**Equal Employment Opportunity** – All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with R.O. 11246, “Equal Employment Opportunity,” as amended by E.OO. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 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 proposals and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their proposals as “Proprietary Information.”

**VENDOR REPLY COVER SHEET**

Sealed proposals are due by **2 p.m., Monday, March 9, 2009** 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 fee below includes all expenses for services connected with RFP #4-09.

\$ \_\_\_\_\_ (US Dollars)

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal **for RFP #4-09 Architectural, Engineering, and Construction Management Services** and offers to fulfill the activities as shown on the attached proposal.

Federal ID Number: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

(\_\_\_\_) \_\_\_\_\_ / (\_\_\_\_) \_\_\_\_\_  
Telephone Number / Fax

**Please attach additional proposal 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: \_\_\_\_\_

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**

**NON-COLLUSION CERTIFICATION**

**General Municipal Law 103-d**

(a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor 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 Vendor 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 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 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 Vendor cannot make the foregoing certification, the Vendor 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, public 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 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 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

**RESOLUTION FOR CORPORATIONS ONLY**

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

**RFP #4-09  
Architectural, Engineering, and Construction Management Services  
(Senior Nutrition Center)**

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

\_\_\_\_\_

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_  
\_\_\_\_\_ Corporation at a meeting of its Board of Directors held  
on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is still in force on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

Secretary

(Seal of Corporation)

**NON-BIDDERS RESPONSE**

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our Vendors' 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 RFPs.
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:

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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