



**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*

September 21, 2009

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Tuesday, October 6, 2009** for:

**FIRE SCHOOL SECURITY SYSTEM**

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

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

Fred Maxon  
Purchasing Director

**SECTION 1 - INFORMATION FOR BIDDERS**

The County of Oswego is seeking bids for a Security System at its fire training facility, located at 720 East Seneca Street, Oswego, NY 13126. The work shall be completed as indicated herein.

**RECEIPT AND OPENING OF BIDS**

Bidders shall submit a signed original bid and (1) one copy in a **sealed envelope** indicating the company's name and bid title: **Bid #33-09 – Fire School Security System**. Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Tuesday, October 6, 2009**. Either mail or deliver bids to:

**Oswego County Purchasing Office  
46 East Bridge Street (3<sup>rd</sup> 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 informality or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement. Any bid received after the time and date specified will not be considered and will be returned unopened.

**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 or transmittal of the bid response.

It is the responsibility of each Vendor to:

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

**A site visit is strongly recommended. Arrangements can be made by calling the fire training facility at (315) 349-8800.**

**COMMUNICATIONS**

Communications with the County shall be solely through the Oswego County Purchasing Department and the Oswego County Fire Coordinator's office, as 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 Purchasing Department. Unauthorized communications may result in the rejection of the bid.

<b>General questions regarding bid process:</b>	<b>Site Visit/Specifications/Technical Questions:</b>
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	John Hinds Fire Coordinator 720 E. Seneca Street Oswego, NY 13126 (315) 349-8800

**PREVAILING WAGES RATES**

**(PRC# 2009008610) has been assigned to the project.**

New York State Department of Labor Wage Rates and Supplements will be in effect on this project. The minimum wage rates designated by the Industrial Commissioner of the State of New York are applicable. The minimum rates and supplements may be modified during the life of the contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

**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.

**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.

**SPECIFICATIONS DESCREPENY**

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.

**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.

**NON-COLLUSION**

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

**BID SECURITY**

Each bid must be accompanied by a bank cashier's check, certified check, or a Bid Bond payable to the County of Oswego in the amount of five percent (5%) of the total bid as a guarantee that the bidder will enter into a contract with the county. If, upon acceptance of the bid, the bidder fails to enter into a contract with the County of Oswego, the bid security shall be forfeited to the County of Oswego.

**BOND**

Upon delivery of the expected contract, the successful Contractor shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted proposal as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each bond shall be a duly authorized surety company satisfactory to the County, and shall remain in force for a period of one year following final acceptance of the work by the County. The cost of the bonds is to be paid by the Contractor. An Attorney-In-Fact that signs performance or labor and materials payment bonds shall file a certified copy of his power of attorney to sign such bonds with each bond.

**ADDITIONAL SECURITY**

If at any time the County shall be or become dissatisfied with any surety or sureties then upon the performance bond, or if for any other reason such bond shall cease to be adequate security to the County, the Contractor shall within five (5) days after notice from the County to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties have qualified.

**REQUIREMENTS FOR CONTRACT**

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

**COMMENCEMENT OF WORK**

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

**- END OF SECTION 1 -**

## **SECTION 2 - 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 sections. 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 mean 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.

### **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.

### **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.

## **REFERENCES**

The County requests a list of references for projects of this same type completed by the contracting firm within the past five (5) years.

## **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.

## **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 BIDS**

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 that 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 AND OTHER FEES**

Oswego County is exempt from the payment of sales and compensating use taxes, manufacturer’s excise taxes and other taxes imposed by the State of New York, its subdivisions and/or the Federal Government. Taxes shall not be included in any bid price submitted to the county. The County will provide proof of its tax-exempt status upon request.

**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 shall mean the written agreement between owner and contractor, including all bid or proposal documents specified therein, as provided by owner. This will comprise the entire agreement between the owner and the contractor.

**EMPLOYMENT**

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

**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, sex, gender, creed, national origin, race, religious belief, sexual orientation, or disability. Additionally, the contractor will not discriminate on the basis of marital status, familial status, military status, domestic violence victim status, arrest or conviction record or predisposing genetic characteristics.

**FREEDOM OF INFORMATION LAW**

Contractors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). Contractors are advised to clearly identify and mark any proprietary information in their proposals as “Proprietary Information.” Requests to make entire proposals proprietary cannot be honored.

**PRICING**

Price shall be 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 Fire Coordinator. Oswego County does not pay in advance. Upon completion and acceptance of the work by the County, the contractor will send an invoice to the Oswego County Fire Coordinator, 720 East Seneca Street, Oswego, NY 13126

**- END OF SECTION 2 -**

**SECTION 3 – SPECIFICATIONS**

**DESCRIPTION**

The following are minimum specifications. All materials shall be new, unused and of first quality. This project shall consist of removal of existing gates and appurtenance, and furnishing and installation of a new gate and security system in accordance with these specifications.

**EQUIPMENT WILL INCLUDE (AT A MINIMUM):**

Any additional equipment deemed necessary by the vendor must be noted and justified. Such items will be determined by the County as in the best interest of the County.

- 2 access-control panels
- 2 power supplies
- 2 proximity card readers
- 1 Ethernet module for networked access control
- 1 wireless gate receiver
- 1 electric door strike for the hazmat building
- 1 pedestrian gate lock
- 1 small post mounting kit
- 1 intercom master
- 2 intercom remote stations
- 2 remote door relapse relays
- 1 power supply
- 4 color (day and night) cameras
- 1 DVR (Ethernet connected, tied into County-wide security network)
- 1 color LCD monitor
- 1 camera power supply
- 1 20' wide by 7' high galvanized chain-link and a cantilever-style slide gate with three-strand barbed wire and gate operator
- 1 4' wide by 7' high walk gate with three strands barbed wire cut into existing fence
- Free exit loop
- Reversing safety loop
- Leading edge safety strip
- Reversing photo eye across drive
- 6 inch diameter steel bollard (s)

**MATERIALS**

- Galvanized chain-link 9 gauge, 4-inch mesh
- Barbed wire - 2-strand, 12-1/2 gauge aluminum coated wire with 4-point barbs, shall conform to the requirements of ASTM A 585, Class II
- Posts, rails and braces, steel pipe - The dimensions of the posts, rails and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.
- Miscellaneous fittings and hardware - shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article and sufficient in strength to provide a balanced design.

**CONCRETE (FOR POST ANCHORING)**

Concrete shall be produced and placed in accordance with P-610-3.2 standards. (The concrete shall develop a compressive strength of 3,000 psi in 28 days, as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C39).

**CONSTRUCTION METHODS**

All installations shall at minimum comply with standards of the Chain Link Fence Manufacturer's Institute.

**INSTALLING POSTS**

All posts shall be set in concrete at the recommended dimension and depth. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days, after the individual post footing is completed.

**WARRANTY**

Vendor shall warrant that all equipment performs in accordance with equipment specifications. The warranty shall remain valid for a minimum of twelve (12) months from the date of equipment installation. The warranty shall fully cover workmanship, materials, and labor on repairs. Under this warranty, the Vendor shall remedy at his own expense any such defect.

**MAINTENANCE AGREEMENT**

In order to ensure integrity of the security system, the County requests and hourly post-warranty rate for any critical maintenance. Critical Maintenance Requirement is defined as any problem that jeopardizes or degrades the overall performance of the system. The Vendor shall provide their estimated response times for any Critical Maintenance Requirement in the bid reply.

**-END OF SECTION 3-**

**SECTION 4 – CHECK LIST**

**MINIMUM BID SUBMISSION REQUIREMENTS**

Each bidder must submit, in the following order:

- Bid Reply Sheet (attached)
- Vendor Information Sheet (attached)
- Affidavit of Non-Collusion, signed by an officer of the company (attached)
- Resolution for Corporate Bidders (if applicable) (attached)
- Warranty, standard guarantee, including the limit of liability
- Qualifications and references listing of similar projects completed in previous five years.
- Certificate of Insurance (attached)
- Bid Security
- Detailed specification sheets listing all options and specifications being bid
- Any deviations from bid specifications must be noted with bid.

The successful Contractor will be required to submit:

- Performance Bond

Additional submissions may be required within this bid document. Vendors are responsible for ensuring they read the documents thoroughly and meet all submission requirements.

**- END OF SECTION 4 -**

## **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: \_\_\_\_\_

<b>KIND OF INSURANCE</b>	<b>COMPANY &amp; POLICY NO.</b>	<b>EXPIRATION DATE</b>	<b>LIMITS OF LIABILITY</b>
( X ) Workers' Compensation			Statutory
( X ) Disability Benefits Law			Statutory
( X ) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
( X ) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

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

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

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address of Insurance Agency

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**VENDOR BID REPLY SHEET**

Sealed bids are due by **2:00 p.m. on Tuesday, October 6, 2009** at the Oswego County Purchasing Department; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

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

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

**TOTAL** \$ \_\_\_\_\_ (**US Dollars**)

**MAINTENANCE COSTS**

Basic Hourly Rate: \$ \_\_\_\_\_/hr. Premium Time Hourly Rate: \$ \_\_\_\_\_/hr.

**ESTIMATED RESPONSE TIME** \_\_\_\_\_

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the specifications for **Bid #33-09 - Fire School Security System**, and offers to perform the work as described in the attached bid.

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 REQUIREMENTS**

IN ADDITION TO THE INFORMATION SUPPLIED IN THE BID, 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: ( \_\_\_\_\_ ) \_\_\_\_\_

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-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

**RESOLUTION FOR CORPORATIONS ONLY**

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

**BID #33-09 - FIRE SCHOOL SECURITY SYSTEM**

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 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