



**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

June 14, 2010

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Thursday, July 1, 2010** for the purchase and installation of:

**CARPET FOR SHERIFF AND DISTRICT ATTORNEY OFFICES**

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

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

Fred M. Maxon  
Purchasing Director

**INFORMATION FOR BIDDERS**  
**SECTION 1 - GENERAL CONDITIONS**

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: **BID #31-10 – CARPET FOR SHERIFF AND DISTRICT ATTORNEY OFFICES.**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE FOR WHICH THE EQUIPMENT IS TO BE USED, BUT ALTERNATE BIDS EQUAL TO OR SUBSTANTIALLY COMPLYING WITH THE SPECIFICATIONS AND STATING THE POINTS OF VARIANCE IN DETAIL ARE INVITED AND SHALL BE CONSIDERED WHENEVER SUCH ACTION IS IN THE BEST INTEREST OF THE COUNTY. POINTS OF VARIANCE FROM THESE SPECIFICATIONS SHALL BE CLEARLY DEFINED BY THE BIDDER.

IT IS UNDERSTOOD AND AGREED THAT IN CASE THERE IS A QUESTION OF INTERPRETATION IN THE SPECIFICATIONS INCORPORATED HEREIN, THE COUNTY DOES EXPRESSLY HAVE THE RIGHT TO DETERMINE THE MEANING AND SHALL CONTROL THE DECISION AND SAID DECISION SHALL BE IN EVERY CASE BINDING AND FINAL.

The right is reserved to reject any and all bids in whole or in part, and to waive technical irregularities in bids; as may be deemed in the best interest of the County.

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder or bidders whom, in part or in total, meet all of the terms and conditions of the specifications. The County reserves the right to reject any and all bids. The County reserves the right to, at its discretion split the award, awarding the work to more than one vendor.

Oswego County reserves the right to permit political subdivisions and eligible fire companies/districts under County Law §408-a and General Municipal Law §103(3), as amended, to participate in the county's bid award. Unless otherwise stated the bid specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the vendor.

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. Please note that any pricing submitted to the county should EXCLUDE any fees or surcharges required of vendors by the New York State Office of General Services (whether the price is consistent with a current OGS state contract, or otherwise). This bid solicitation is made by the County of Oswego only.

Each bidder must submit an affidavit of non-collusion signed by an officer of the company.

Bidders shall submit their standard guarantee, including the limit of their liability.

Materials must be delivered strictly in accordance with specifications. If the materials are delivered with deviations, the bidder must arrange to have the conforming materials delivered within five (5) days (exclusive of Saturdays, Sundays and Holidays) after receipt of written notification from the County. Otherwise, the County may have the corrections made at the bidder's expense.

No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

Specifications and/or brand names of a certain manufacturer may be quoted in this bid. This is not to be construed as limiting the competition, because proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item and meets the County's needs will be given full consideration.

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the bidder to fulfill in every respect all the circumstances as a basis for any type of claim whatsoever for extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or its Division of Purchase not honored by said County or Division of Purchase.

The parties hereto understand and agree that each and every provision of Law or clause required by Law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have full force and effect of Law.

The County is exempt from payment of manufacturers excise and all other taxes imposed by the Federal Government and/or the State of New York. Such taxes must not be included in the bid price. Exempt certificates will be executed upon request.

The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

**- END OF SECTION 1 -**

**SECTION 2 - CONDITIONS SPECIFIC TO THIS BID**

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Thursday, July 1, 2010**. Applicants shall submit a signed original bid and two (2) copies in a sealed envelope indicating the company’s name and bid title as follows:

**BID #31-10 - CARPET FOR SHERIFF AND DISTRICT ATTORNEY OFFICES**

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 thereof. Any bid received after the time and date specified will be returned unopened.

**STATEMENT OF WORK**

The County of Oswego is seeking bids for the replacement of carpeting, as described herein, for the Sheriff’s Department and the District Attorney’s offices located in the Public Safety Building.

**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.

Notwithstanding the details presented in these specifications, it is the responsibility of the vendor to verify the completeness of the materials and the suitability of the devices to meet the intent of these specifications.

**COMMUNICATIONS**

Communications with the County shall be solely through the Oswego County Purchasing Department and the Buildings & Grounds Department, 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	Bill Malone Buildings & Grounds Superintendent 111 East 11 <sup>th</sup> Street Oswego, NY 13126 (315) 349-8233

**PREVAILING WAGES RATES (PRC #2010005043)**

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.

**TAX-EXEMPT STATUS**

The County is exempt from payment of manufacturers excise and all other taxes imposed by the Federal Government and/or the State of New York. Such taxes must not be included in the bid price. Exempt certificates will be executed upon request.

**PRICING**

**All prices are to be lump sum and quoted firm against increase for the duration of the contract, and include consideration for all expenses. Travel and incidental expenses will not be invoiced. The County shall not be responsible for any additional costs.**

**BILLING**

Upon completion of installation, and acceptance of the work by the County, the Vendor will invoice the Oswego County Buildings & Grounds Department, 111 East 11<sup>th</sup> Street, Oswego, NY 13126.

**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, gender, 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.

**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.

**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.

**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 proposer 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 and shall be included in the bid submitted. 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 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.

**- END OF SECTION 2 -**

**SECTION 3 - SPECIFICATIONS**

**SCOPE OF WORK**

The Vendor shall furnish and install carpeting, and associated base materials. The amount of carpet to be installed is approximately 10,000 square yards. Diagrams are attached for the Oswego County Sheriff’s Department and District Attorney’s offices relevant to this bid.

The County reserves the right to disallow any or all bids.

**LOCATION**

The offices are located in the Oswego County Public Safety Building, 39 Churchill Road, Oswego NY. Refer to the attached drawings for the location of the carpeting requested. Note that measurements given here are estimates only, and bidders must field verify measurements and conditions. Site visits can be arranged by contacting Bill Malone, Buildings & Grounds Superintendent at (315) 349-8233.

**PREPARATION**

The carpet is to be glued down, and price shall include all appropriate termination strips and base board (vinyl) materials. Installation will be completed in stages, with the bulk of the work occurring in the evening after 5:00 and on weekends. Coordination will be through the Oswego County Buildings & Grounds Department. The vendor is expected to clean and patch the area. The carpet currently in place will be removed and disposed of by the Buildings & Grounds Department. The base will be installed by the Buildings & Grounds Department.

**PRODUCTS AND MATERIALS**

- |                              |                   |  |                               |
|------------------------------|-------------------|--|-------------------------------|
| <b>District Attorney:</b>    | <b>Carpet 1:</b>  | Philadelphia by Shaw<br>Camden Harbor II<br>Color # 14400 Marble<br>Approximately 3894 sq. yards         | Base board ~ 889 liner feet   |
|                              | <b>Carpet 2:</b>  | Philadelphia by Shaw<br>Emphatic II 30/36<br>Color # 56350 Artichoke<br>Approximately 240 sq. yards      |                               |
| <b>Sheriff’s Department:</b> | <b>Carpet 1</b>   | Philadelphia by Shaw<br>Camden Harbor II<br>Color # 14700 Pebble<br>Approximately 4663 sq. yards         | Base board ~ 1969 linear feet |
|                              | <b>Carpet 2:</b>  | Philadelphia by Shaw<br>Emphatic II 30/36<br>Color # 56722 Cinnamon Sugar<br>Approximately 660 sq. yards |                               |
|                              | <b>Base Board</b> | Vinyl Base 4” – Color to be determined<br>Approximated total measurement is 1969 linear feet             |                               |

Each bidder must supply color samples of products so that the Owner can verify the colors. All products must meet ATSMF Class 1 standards. The successful bidder shall send manufacturers' material safety data sheets (MSDS) for all glues and products to be used to the Buildings & Grounds Department prior to installation.

### **WARRANTY**

All materials and workmanship shall carry a ten (10) year warranty on material and installation. All materials are to be commercial grade quality and must meet all State and National Acceptable Standards. Attach copies of product warranties to your bid.

### **GENERAL**

In addition to the Minimum Bid Submission Requirements, the following information should be included in your bid:

- **Product Data** - In addition to complete data on each carpet and carpeting material, manufacturer's certification or certified test laboratory reports must be provided for required compliance with specified tests, as well as written instructions for each type of installation.

### **DELIVERY AND STORAGE**

Deliver carpeting in protective wrapping and store in accordance with manufacturer's recommendations. Replace damaged or defective materials with new materials.

### **QUALITY ASSURANCE**

- **Installer** - Firm must have no less than two (2) years of carpet installation experience, similar to work required in this bid.
- **General Standard** - Definitions or terminology not otherwise defined herein will be clarified in "Carpet Specifier's Handbook" by the Carpet and Rug Institute.

The carpet quotes are to include glue down installation.

### **PRE-INSTALLATION REQUIREMENTS**

After existing carpet is removed, clear away any remaining debris and scrape up cement deposits from surfaces to receive carpeting; vacuum clean immediately before installation. Check concrete surfaces to ensure no "dusting" through installed carpet; apply sealer where required to prevent dusting. Level areas as required with latex material to provide uniform surface for carpet installation.

### **INSTALLATION**

Comply with manufacturers' instructions and recommendations for seam locations and direction of carpet; maintain uniformity of direction and lay of pile. At doors, center seams under doors; do not seam in traffic direction at doorways.

Extend carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcoves of each space.

Provide cut-outs where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.

Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.

### **GLUE-DOWN INSTALLATION**

Fit sections of carpet into each space prior to application of adhesive. Trim edges and butter cuts with seaming cement.

Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll lightly to eliminate air pockets and ensure uniform bond. Remove adhesive promptly from face of carpet.

### **CARPET ACCESSORIES**

- **Carpet Edge Guard, Non-Metallic (CEG-NM)** - Extruded or molded vinyl or rubber carpet edge guard of size and profile indicated; colors selected by the County from among standard colors available within the industry (any manufacturer).
- **Installation Adhesive** - Water-resistant type as recommended by carpet or cushion manufacturer, and which complies with flammability requirements for installed carpet.
- **Miscellaneous Materials** - As recommended by manufacturers of carpet, cushions and other carpeting products, and selected by installer to meet project circumstance and requirements.

### **CLEANING AND PROTECTION**

Compile and sort pieces to be saved from scraps to be disposed of.

Vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed.

Advise Owner of protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.

Deliver specified overrun (if any) and usable scraps of carpet to Owner's designated storage space, properly packaged (paper wrapped) and identified. Usable scraps are defined to include roll ends of less than 9'0" length, and pieces of more than 3 square feet area and more that 8" wide.

**- END OF SECTION 3 -**

**PART 4 - 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 4 -

**VENDOR BID REPLY SHEET**

Sealed bids are due at **2:00 p.m., Thursday, July 1, 2010** at the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126.

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

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the carpeting and installation

**DISTRICT ATTORNEY OFFICE**

**CARPET 1 – Philadelphia by Shaw Camden Harbor II, Color #14400 Marble or equivalent**

Brand \_\_\_\_\_ Color \_\_\_\_\_ Wt \_\_\_\_\_  
 \$ \_\_\_\_\_ / sq yd X \_\_\_\_\_ sq yds = \$ \_\_\_\_\_  
 Labor (prep and installation) \$ \_\_\_\_\_  
**TOTAL CARPET \$ \_\_\_\_\_**

**CARPET 2 - Philadelphia by Shaw Emphatic II 30/36, Color #56350 Artichoke or equivalent**

Brand \_\_\_\_\_ Color \_\_\_\_\_  
 \$ \_\_\_\_\_ / sq ft X \_\_\_\_\_ sq ft = \$ \_\_\_\_\_  
 Labor (prep and installation) \$ \_\_\_\_\_  
**TOTAL CARPET \$ \_\_\_\_\_**

**SHERIFF'S DEPARTMENT**

**CARPET 1 – Philadelphia by Shaw Camden Harbor II, Color #14700 Pebble or equivalent**

Brand \_\_\_\_\_ Color \_\_\_\_\_ Wt \_\_\_\_\_  
 \$ \_\_\_\_\_ / sq yd X \_\_\_\_\_ sq yds = \$ \_\_\_\_\_  
 Labor (prep and installation) \$ \_\_\_\_\_  
**TOTAL CARPET \$ \_\_\_\_\_**

**CARPET 2 - Philadelphia by Shaw Emphatic II 30/36, Color #56722 or equivalent**

Brand \_\_\_\_\_ Color \_\_\_\_\_  
 \$ \_\_\_\_\_ / sq ft X \_\_\_\_\_ sq ft = \$ \_\_\_\_\_  
 Labor (prep and installation) \$ \_\_\_\_\_  
**TOTAL CARPET \$ \_\_\_\_\_**

**BASEBOARD (Installed by Buildings & Grounds)**

4" Vinyl - Brand \_\_\_\_\_ Color \_\_\_\_\_  
 \$ \_\_\_\_\_ / ft X \_\_\_\_\_ linear ft = \$ \_\_\_\_\_  
**TOTAL NET BID \$ \_\_\_\_\_**

WARRANTY INFORMATION: \_\_\_\_\_

DEVIATIONS FROM BID SPECIFICATIONS: \_\_\_\_\_

(Continued next page)

**VENDOR BID REPLY SHEET (cont'd)**

The undersigned declares that he has examined the Notice, Information, and Specifications and will furnish equipment, materials or services in compliance with same for the price set forth.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone #                      Fax #

**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 #31-10  
CARPET FOR SHERIFF AND DISTRICT ATTORNEY OFFICES**

and to include in such bid or proposal the certificate as to non-collusion 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-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; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- (b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

**VENDOR INFORMATION REQUIREMENTS**

IN ADDITION TO THE INFORMATION SUPPLIED ON THE BID SHEET, PLEASE COMPLETE THE FOLLOWING, WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

DELIVERY WILL BE MADE \_\_\_\_\_ DAYS A.R.O.

SEND ORDERS TO:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

INVOICES WILL BE FROM:

Address: \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT IN  
REFERENCE TO CONTRACT:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

ANY SPECIAL ORDERING INFORMATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SALES REPRESENTATIVES WHO WILL  
SERVE OSWEGO COUNTY AREA:

Name: _____	Phone: _____
Website: _____	E-Mail: _____
Name: _____	Phone: _____
Website: _____	E-Mail: _____

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**NON-BIDDERS RESPONSE**

The Oswego County Purchasing Department is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders’ list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the above address.

- 1. Unable to bid at this time, but would like to receive future bid requests.
- 2. Items or material not  manufactured,  distributed,  stocked,  furnished.
- 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) \_\_\_\_\_  
\_\_\_\_\_
- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may remove our name from the bid list for:

This Commodity Group     This Item or Material     All Bids

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

(\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Date

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