



**COUNTY OF OSWEGO
PURCHASING DEPARTMENT**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

April 16, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:30 pm., Friday, May 1, 2009** for:

COMMUNICATIONS TOWER PAINTING

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. 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 #14-09 – COMMUNICATIONS TOWER PAINTING**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE OF SERVICE TO BE PROVIDED, 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. 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.

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.

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the bidder to fulfill in every respect all the circumstances as a basis for any type of claim whatsoever for

extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or its Division of Purchase not honored by said County or Division of Purchase.

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

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

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 **2:30 p.m., Friday, May 1, 2009**. Applicants shall submit a signed original bid and one (1) copy in a sealed envelope indicating the company’s name and bid title:

BID #14-09 – COMMUNICATIONS TOWER PAINTING

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 qualified bids for Painting Three (3) Communications Towers located in Oswego County, NY. Only vendors who can verify unquestionable experience performing this type of work need respond. The County may make such investigations as it deems appropriate to verify qualifications and references.

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:

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

COMMUNICATIONS

Communications with the County shall be solely through the Oswego County Purchasing Department and the Oswego County E-911 Director, 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.

Questions regarding bid process:	Site Visit/Specifications/Technical Questions:
Fred Maxon, Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Mike Allen, E-911 Director 39 Churchill Road Oswego, NY 13126 (315) 349-8215

SPECIFICATIONS DISCREPANCY

Should a bidder find a discrepancy in or omissions from the specifications, requirement for contract or bid form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Director, who will send written instructions to all bidders. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders. The County will not be responsible for any oral instructions.

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.

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 herein.

The contractor shall insure that their employees, agents, and subcontractors comply with all applicable health and safety laws, rules and regulations without limitation, including the Occupational and Health Act of 1970 (OSHA). The contractor shall insure that employees are using appropriate safety equipment including adequate fall protection devices for each employee while working over six feet from ground level.

ASSIGNMENT & SUBLETTING

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.

VALIDITY OF PROVISIONS

- A. The County and contractor understand and agree that each and every provision 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 the full force and effect of law.

- B. The County and contractor hereto expressly agree that if any provision, sentence, clause or part in the 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.

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.

LABOR AND PERFORMANCE BONDS

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.

PREVAILING WAGES RATES

PRC #2009003359 (see Attachment A)

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.

LABOR, SUPPLIES, EQUIPMENT, ETC.

Pursuant to contract award, the successful bidder shall furnish all labor, supplies, equipment, and materials necessary to perform the described service. All materials shall be new and of first quality, and shall have manufacturer’s standard warranty. All prices shall be quoted firm against increase.

SALES TAX EXEMPTION

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York. Exemption certificates will be executed upon request.

NON-COLLUSION

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

REFERENCES

Contractor must provide a listing of at least three (3) references for projects of this same type completed within the past five (5) years.

NOTICE OF AWARD

Upon execution and delivery of the contract, including any required Certificates of Insurance and the approval thereof by the County Attorney; the successful proposer 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.

CERTIFICATE OF INSURANCE

Pursuant to contract award, the successful vendor must supply a current certificate of insurance.

METHOD OF PAYMENT

Upon completion of the service, and acceptance of the work by the County, the vendor will invoice the Oswego County E-911 Center, 39 Churchill Road 13126.

- END OF SECTION 2 -

SECTION 3 - SPECIFICATIONS

Oswego County E-911 requests bids for painting communications towers at the following three (3) sites:

LOCATION	TYPE	LIT	FCC ANT REG #	NORTH	WEST
563 Co. Rt. 51A, Scriba	220' guyed	Y	1025527	43°27'16.00"	76°22'34.00"
121 Churchill Road, Oswego	370' Rohn guyed	Y	1011849	43°25'56.00"	76°28'17.00"
1391 US Rt. 11, Hastings	340' Rohn guyed	Y	1011847	43°20'08.00"	76°09'22.00"

The County will provide the selected vendor with 8½ x 11 site drawings to facilitate orientation. Drawings will indicate building and tower locations, access drives, guy points, fuel tanks, power poles and magnetic North. These tower sites require marking under Federal Aviation Administration Advisory Circular AC70/7460-1K or the most recent advisory circular.

Only companies with verifiable experience in painting of communication towers with multiple antenna systems and heavy transmission cable occupancy will be considered qualified for this bid.

The bidder is bound using the advisory’s circulars to maintain tower FAA marking specifications using Advisory Circular AC 70/7460-1K or its most recent revision to provide labor and material to prepare and paint each of the required FAA marked towers. All three towers are out of the FAA’s aviation orange and white paint scale code.

Preparation - towers will first be inspected for any sign of rust or scaring of galvanize to the tower steel. Areas affected by rust or scaring will be prepared by cleaning and brushing. An application of a rust inhibitor such as RustOleum rust reformer is to be used on rust areas. These areas will be lightly brushed only of rust/scale; the rust reformed product will be applied via manufacturer’s specifications. All painted surfaces will then be cleaned by brushing and washing; a vinegar water solution may be used to remove all scale and dirt. No primer or paint will be applied until these procedures are completed.

Painting - The entire tower and all appurtenances will be painted the appropriate FAA color band, including but not limited to tower structural steel, antenna mounts, wave guide ladders, coax/waveguide and conduit. Microwave and land mobile radio antenna radomes will not be painted.

- **No spray application of paint acceptable. Preferred is mitt application.**
- Primer paint for galvanized steel towers will be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441/19B.
- Orange paint for the body and finished coats on metal shall consist of a ready-mixed non-fading paint meeting the requirements of Fed. Spec. TT-E-489. The color shall be in accordance with Federal Standard meeting 595, Aviation Gloss Orange #12197 for the aviation orange, such as RustOleum 5258402 Tower Orange.
- White paint for steel tower shall be ready-mixed paint conforming to Federal Standard 595 color #17875 for the white, such as RustOleum 5291402 Tower White.

- END OF SECTION 3 -

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.
 - **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

- 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; 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.

NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Company

Type or Print Name

Date

Title

Authorized Signature

VENDOR INFORMATION REQUIREMENTS

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

PAYMENT TERMS: _____ FEDERAL ID NUMBER: _____

DELIVERY WILL BE MADE _____ DAYS A.R.O.

SEND ORDERS TO:

Address: _____

Phone: (_____) _____

INVOICES WILL BE FROM:

Address: _____

**PERSON TO CONTACT IN
REFERENCE TO CONTRACT:**

Name: _____

Address: _____

Phone: (_____) _____ Fax (_____) _____

WARRANTY SERVICE WILL BE PROVIDED BY:

Name: _____

Address: _____

Phone: (_____) _____ Fax (_____) _____

ANY SPECIAL ORDERING INFORMATION: _____

**SALES REPRESENTATIVES WHO WILL
SERVE OSWEGO COUNTY AREA:**

Name: _____

Phone: _____

Website: _____

E-Mail: _____

Name: _____

Phone: _____

Website: _____

E-Mail: _____

COMPANY NAME

SIGNATURE

NON-BIDDERS RESPONSE

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

- 1. Unable to bid at this time, but would like to receive future bid requests.
- 2. Items or material not manufactured, distributed, stocked, furnished.
- 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) _____

- 5. We cannot meet the time of delivery of items or materials specified.
- 6. Insufficient time allowed for preparation and submission of bid.
- 7. Other reasons: _____

You may remove our name from the bid list for:

This Commodity Group This Item or Material All Bids

_____	_____
Type or Print Name	Company
_____	_____
Title	Address
_____	_____
Authorized Signature	()
_____	_____
Date	Telephone Number