



**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 6, 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, April 29, 2010 for:

ELEVATOR MAINTENANCE

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. 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

SECTION 1 – GENERAL CONDITIONS

RECEIPT AND OPENING OF BIDS

The County of Oswego, NY invites sealed bids from qualified professionals to perform Elevator Maintenance in various County owned facilities.

Each bidder shall submit his bid in a sealed envelope which is clearly marked: **Bid #15-10 - Elevator Maintenance**, and either mail or deliver the same in person to the address specified in the Notice to Bidders, a copy of which is attached. The outside of the envelope must bear the name and address of the Bidder.

Bid responses must be completed using the forms attached. The County may consider informal any bid not prepared and submitted in accordance with the specifications and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement. Any bid received after the time and date specified will not be considered and will be returned unopened. No bidder may withdraw a bid within forty-five (45) days after the actual date of opening.

Bids delivered prior to the day the bids are opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the bidder.

TAXES

The County is a tax-exempt entity. Exemption certificates will be executed upon request.

BID SECURITY

Each proposal shall be accompanied by Bid Security in the form of a Certified Check or Bank Draft or properly executed Bid Bond payable to the County in an amount not less than five percent (5%) of the bid. Such checks or bid bonds will be returned to all bidders except the three (3) lowest bidders within fourteen (14) days after the opening of bids. The remaining deposits will be returned to the three lowest bidders within five days after execution of the contract, or, if no contract is executed, within forty-five (45) days after opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

SECURITY

Simultaneously with his delivery of the expected contract, the Contractor shall furnish a surety bond in the amount of at least equal to one hundred (100) percent of the accepted bid as security for faithful performance of this contract and 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 aforesaid bonds is to be paid by the Contractor and shall be included in the bid submitted. An Attorney-In-Fact who signs performance or labor and materials payment bonds shall file with each bond or copy thereof a certified copy of his Power-Of-Attorney to sign such bonds.

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 shall have qualified.

SPECIFICATIONS DISCREPANCY

Should a bidder find a discrepancy in, or omissions from the specifications, requirements for contract, or bid proposal form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Agent, 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.

CONTRACTOR STATUS

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 Worker’s Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

ASSIGNMENT AND SUBLETTING

The contractor shall not assign, transfer, sublease, pledge, hypothecate, 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 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 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 hereof as though herein fully set forth.

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 readvertise for bids if desired, and to accept the bid, which in the judgement of the County is deemed the most advantageous for the public and the County. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and the delivery of the required performance bonds and certificates of insurance by the Contractor to the County and the approval thereof by the County’s attorney, the Contractor 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 Department. Start date is July 1, 2010.

EXECUTORY CLAUSE

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

LICENSE REQUIREMENT

Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The bidder shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

NON-COLLUSION CERTIFICATION

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

MINIMUM WAGE RATES (PRC #2010003077)

New York State Department of Labor wage rates and supplements will be in effect on this contract. These 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 County, the Contractor shall assume full responsibility for the payment of said increases without recourse to the County.

SIGNING OF AGREEMENT

Within fifteen (15) days, the Contractor shall sign and deliver to the County, all counterparts of the agreement, together with attached documents, the required contract security, and duly executed acknowledgement of signatures. Each counterpart of the agreement shall include executed bonds and insurance certifications. Provided that signatures are in order and contract security is acceptable, the County will sign all counterparts of the agreement, including duly executed acknowledgement of signature, and return one executed copy thereof to Contractor with attached contract documents and the contract security.

BILLING AND PAYMENT

Payment shall be made at the contract price upon completion of work, and verification by the County. An invoice shall be sent promptly to the Oswego County Buildings and Grounds Department, 111 East 11th Street, Oswego, NY 13126.

EMPLOYMENT OPPORTUNITY CLAUSE

Oswego County has formulated an affirmative action plan establishing equal employment opportunity provisions. Subject contractors, vendors and suppliers agree that they will, in good faith, attempt to achieve compliance with equal employment opportunity laws and regulations.

DEFAULT

Provided always, these entire agreements are upon this condition, that if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

VALIDITY OF PROVISIONS

- A. The County and Contractor hereto 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 thereof 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.

SECTION 2 – SPECIAL CONDITIONS

EVIDENCE OF ABILITY TO DO WORK

Upon request, the low bidder(s) are required to furnish a list of customers for whom they have provided a similar service over the last five (5) years.

AWARD

The award will be to one vendor on an all or nothing basis, based on an analysis of the following criteria: reliability, bidder's ability and facilities to maintain the equipment called for, evaluation of the bidder's proper understanding of the County's needs, and bid price. The contract shall be awarded to the lowest responsible bidder best meeting the above criteria. The County may, at its discretion, reject any and all bids, or accept any which in its opinion, best serve its interests.

CONTRACT PERIOD

The initial term of the Contract shall be for one year (July 1, 2010 through June 30, 2011), and may be renewed for four (4) additional one-year periods on the same terms and conditions as herein specified.

PRICING

- A. All prices and discounts are to be quoted firm against increase for one year from the effective date, on an F.O.B. delivered basis.
- B. Price changes (if extended) for the second, third, fourth and fifth year of the contract period must be submitted to the County of Oswego Purchasing Department, sixty (60) days prior to the anniversary date.

If the County of Oswego finds the proposed price increase unacceptable, the County will furnish the seller, within fifteen (15) days, evidence that a similar service can be purchased from a responsible seller under similar conditions and at a lower price. If the seller does not agree to meet said lower price, or to reinstate the prices in effect at the time of said notice or revision, within 15 days of the County's response, the County shall have the right within thirty (30) days thereafter to terminate this Contract. Additionally, if seller fails to notify the customer of the price changes within sixty (60) days prior to the anniversary date, the prices then in effect will automatically renew.

Should a price be requested, the change shall be no more than a two percent (2%) or minus two percent (-2%) difference from the previous year's price. The price change will be tied to the **prior annual** Northeast Urban B/C Size City "Services" CPI as published by the US Department of Labor.

METHOD OF PAYMENT

- A. Oswego County Buildings and Grounds Department will approve invoices for payment on a monthly basis after the maintenance service has been satisfactorily completed.
- B. The successful bidder will be required to provide a cost breakdown for each building listed in the specifications on the monthly invoice, because they are paid from different funds.

CONTRACT CHANGES

The Contractor may propose performing additional work which he feels is not included in the scope of the maintenance contract but is required for proper mechanical system operation. Such proposals must be submitted to the Superintendent of Buildings and Grounds who shall review each request to determine need and cost. The County shall have the right to approve or disapprove all such requests. The Contractor shall not perform any additional work without written approval of County.

MATERIALS QUALITY

All materials delivered by the contractor are to be new, unused, and first quality. No rejects, seconds or otherwise imperfect or low quality material will be acceptable. Any material delivered by the contractor which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the Department, may be retained and, if necessary, used until it is replaced with satisfactory material.

INSPECTIONS

- A. Prior to starting work, the Contractor shall submit to the County for approval a copy of all service inspection forms that will be used for each service inspection.
- B. The Contractor shall be responsible for insuring that all service inspection forms are properly filled out and signed by an authorized employee of the County Building and Grounds Department following each inspection. Failure to follow this procedure may cause a delay in payment.
- C. The Contractor shall provide to the County three (3) copies of the annual Safety Inspection Report.

EXCEPTIONS

The Contractor shall not be made liable for any loss, delay, injury or damage, whether direct or consequential, that may be caused by conditions beyond his control including, but not limited to, acts of government other than Oswego County, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flood and / or other forces majeure.

SCHEDULING

The County shall provide access to all equipment included under the maintenance contract. The Contractor shall coordinate all maintenance work with the County Building and Grounds Department, in order to minimize interference with normal building operations.

ADDITIONS

Pricing for new elevators added to the County's building during the contract period shall be negotiated, and if agreeable by both parties (County and Vendor), shall be made in writing as a part of the contract.

DELETIONS

Monthly invoices shall be reduced by the dollar amount bid, or in effect at the time when any elevators are taken out of service by the County or if the County sells or transfers ownership of a County owned facility.

CANCELLATION

- A. This Contract may be cancelled by either party with good cause (not in an arbitrary or capricious manner) during the term of the Contract upon sixty (60) days written notice, stating the reason for such cancellation. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.

- B. Upon termination, the County shall pay all amounts due and owing up to the effective date of termination. The Contractor shall not be entitled to any monies for portions of work remaining in the uncompleted Contract agreement. The Contractor shall turn over and deliver to the County, all technical data and other information and materials relating to the terminated services, which are within the Contractor’s possession and control.

BIDDER’S RESPONSIBILITY

Bidders shall carefully examine the terms of this proposal and shall judge for themselves all the circumstances and conditions affecting their bid proposal. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this proposal.

REQUIREMENT FOR CONTRACT

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

SPECIFICATIONS

GENERAL

This specification shall include all labor, materials and equipment necessary to perform the elevator maintenance described hereinafter.

SCOPE OF THE WORK

A. The successful bidder shall provide monthly inspection, service and maintenance of elevators and elevator equipment, as required, within the following County facilities:

BUILDINGS

1. Oswego Community Mental Health Center, 70 Bunner Street, Oswego, NY
2. Social Services Building, Spring Street, Mexico, NY
3. County Office Building Branch, 200 North Second Street, Fulton, NY
4. County Court House, East Oneida Street, Oswego, NY
5. County Office Building, 46 East Bridge Street, Oswego, NY
6. County Office Complex, 70 Bunner Street, Oswego, NY.
7. Barclay Court House, Pulaski, NY
8. Public Works Maintenance Facility, Route 104 East, Oswego, NY
9. Public Safety Center, 39 Churchill Road, Oswego, NY

<u>Building</u>	<u>Quantity</u>	<u>Make</u>	<u>Type</u>	<u>Operation</u>	<u>Capacity #</u>	<u>Landings (Stops)</u>
1.	One (1)	Downey-Goodline	Pass.	Simplex Selective	2500	2
2.	One (1)	Montgomery	Pass.	Simplex Selective	2500	2
3.	One (1)	Montgomery	Pass.	Simplex Selective	2000	3
4.	One (1)	Otis	Pass.	F.A.P.B. 2 sp. A.C.	2000	4
5.	One (1)	Armor	Pass.	Selective Collective	1800	4
	One (1)	Dover	Pass.	Selective Collective Compumatic	2500	4
6.	One (1)	Dover	Pass.	Selective Collective	2500	2
	One (1)	Otis	Pass.	Operation Hydraulic	2000	2
7.	One (1)	Midstate	Pass.	Hydraulic	2000	5

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8.	One (1)	Dover	Pass/Frt	Oildraulic	8000	2
9.	Five (5)	Dover	Pass.	Oildraulic	2100	3
	One (1)	Dover	Pass.	Oildraulic	2100	2

B. The Contractor shall maintain in his employ during the term of the service and Maintenance Agreement, a competent staff of qualified and thoroughly skilled elevator maintenance personnel to assure the owner of expedient and efficient maintenance service on routine minor repairs and adjustment, and on major repairs and emergency calls.

C. The service call shall consist of systematic and regular examinations, lubrications, adjustments as required, and when conditions warrant, the repair or replacement of all wearing parts. The Contractor shall (among other things) perform the following:

1. Examine all safety devices and governors periodically.
2. Check and equalize tension of all elevators hoisting ropes.
3. Renew all ropes when necessary to insure adequate factor of safety.
4. Repair or renew elevator cables when necessary.
5. Renew guide shoe gibs or rollers as necessary to insure smooth and quiet operation.
6. Lubricate all guide rails properly.
7. Maintain proper lubrication at all times on all equipment.
8. Maintain all accessory equipment, electronic and electric circuitry.

D. The Contractor shall have a duty to maintain, repair or replace, when conditions warrant, the following component parts:

1. Stator complete with windings for all a/c and d/c motors
2. Door operator motors and gear reduction units.
3. Transformers and rectifiers for each type and size used
4. Brake magnets, cores, coil and related items for the repair of the brake
5. Generator and motor brush sets for each type and size used
6. Controller and selector switch contacts and coils for each size and type used
7. Selector tapes and selector motor
8. Door interlocks
9. Car door safety edge complete
10. Car door electronic safety devices
11. Car door photo electric safety device
12. Hanger rollers for both car and hall doors
13. Limit switches and terminal stopping switches
14. Roller guides for car and counterweight
15. Electronic tubes for each type and size used
16. Car and counterweight guide shoes
17. Worms and gears
18. Elevator guide rails
19. Brake shoes and linings
20. Elevator machine
21. Elevator cables
22. Electronic controller

E. Minor Repairs – Completion Within 24 Hours:

1. Replace relay coils
2. Replace relays
3. Replace door interlocks
4. Replace door gibs
5. Door operator repairs
6. Repair landing inductor
7. Repairs to door re-opening device.
8. Replace selector drive tape
9. Replace electronic control module or components

F. Completion Within 24 Hours:

1. Replace door operator motors
2. Replace selector drive motors
3. Brake linings

RESPONSIBILITY FOR REPAIRS OR RENEWALS

- A. Contractor shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment or car, or due to any other cause beyond his control except ordinary wear.
- B. Contractor shall not be required to make safety tests of or to install new attachments or devices on the equipment as directed or recommended by insurance companies or by governmental authorities.
- C. The following items of equipment are not included in this agreement: refinishing, replacing, or repairing of elevator car enclosures, hoistway door panels, frame and sills.
- D. Contractor shall perform at his expense, full load speed safety test, and hydraulic elevator load test, when required, buffer test, balance test and 125% load and brake test on all the elevators covered in this contract in accordance with the American Safety Code. If any safety device or elevator equipment is found to be damaged as a result of this test, Contractor shall replace equipment at their expense. The Contractor shall also perform annually, at his expense, a no-load safety test on all elevators covered in this contract. Full load full speed safety is test due the first year of Service Agreement.
- E. Owner shall have authority to call the manufacturer of their elevator equipment at any time for a complete survey, and vendor agrees to make all repairs and replacements recommended by the manufacturer.

BIDDERS RESPONSIBILITIES

- A. The Contractor, during the term that the agreement is in force, shall maintain an inventory at his warehouse, shop or place of business, sufficient normal replacement parts, components, materials, tools, equipment and testing devices, to commence service adjustments, minor repairs or parts replacement upon 24-hour notification that elevator is malfunctioning or inoperable.

- B. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, properly painted and presentable at all times. The motor windings shall be treated as needed with proper insulating compound which has been approved by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway doors and frames are excluded from this contract. The Contractor shall maintain hoistways, pits, machine rooms and assigned elevator contractor work space in a clean orderly condition free of dirt, dust, and debris. Pits and machine spaces shall be kept dry at all times.
- C. The Contractor must have available at all times for immediate use a complete set of pertinent elevator maintenance and repair tools and instruments. These tools shall include the following, but are not limited to such:
1. Turning tools capable of turning any of the hoisting machine commutators on the job site.
 2. Generator turning tools capable of turning the commutator on any of the motor generator sets without removing rotating elements from generator.
 3. Machine tools capable of turning main motor drive sheave grooves on the machine.
 4. Electronic test instruments capable of checking all electrical circuits of elevator equipment on a prologue registered scope.
 5. The Contractor must have available, at all times in stock for immediate delivery and installation, sufficient supply of emergency spare parts for the repair of each elevator. The inventory shall include as a minimum of one each of the following for each size and type used:
 - a. Stator complete with windings for all motors
 - b. Door operator motors and gear reduction units
 - c. Transformers & rectifiers for each type & size used
 - d. Brake magnets, cores, coils & related items for the repair of the brakes
 - e. Generator & motor brush sets for each type & size used
 - f. Controller & selector switch contacts & coils for each type & size used
 - g. Selector tapes and selector motor
 - h. Door interlocks.
 - i. Car door safety edge complete
 - j. Car door electronic safety device
 - k. Car door photo electric safety device
 - l. Hanger rollers for both car and hall doors
 - m. Limit switches and terminal stopping switches
 - n. Roller guides for car and counterweight
 - o. Electronic tubes for each type & size used
 - p. Car and counterweight guide shoes
 - q. Electronic controller modules and components for each type & size used

If and/or all of any of the preceding items A thru Q are relevant to the type or elevators designed in this contract. In addition, the Contractor shall have facilities to have available within a twenty-four (24) hour period such items as a motor commutator and motor generator commutator.

- D. The Contractor shall assure, or present satisfactory evidence, that he is able to acquire major replacement parts suitable and genuine manufacture from a reliable source, and that such part or parts, shall be compatible or interchangeable with worn or defective part replaced without damage to any other related part, or impairment to the operation of the elevator machinery and the expected life thereof.
- E. **Prior to, and as a condition precedent to submitting his proposal, the bidder shall personally visit the various locations containing the elevators, visually inspect the equipment, and completely satisfy himself as to the physical condition, type, manufacture and quantity of elevators he will be required to service. Failure to comply with this section will not relieve the successful bidder of full responsibility for performance of the Service Agreement. For an appointment, contact Mr. Bill Malone, Building and Grounds Superintendent, at (315) 349-8233.**

HOURS OF WORK

- A. All work is to be performed during regular working hours of the regular working day of the elevator trade.
- B. No overtime work will be permitted under the terms of the Service Agreement unless prior approval is first obtained, and such overtime work is specifically authorized by the Superintendent of County Building and Grounds.
- C. If overtime examinations, callbacks, adjustments or repairs are authorized, then a fixed overtime service rate established and stated by the Bidder in his proposal shall become an additional charge per man-hour for the bonus (overtime) hours worked only.

PREVAILING RATES OR WAGES AND NON-DISCRIMINATION

- A. Each laborer, workman or mechanic employed by the contractor for the work herein specified or by the subcontractor, or by other persons upon such work, shall be paid the prevailing rates of wages as determined by the Department of Labor, of the State of New York. Reference PRC # 2010003077.
- B. In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed under this contract, is not included in the published schedule of prevailing wages then the rate prevailing the time the work is actually performed as ascertained and determined by the Department of Labor of New York shall govern the work done under this contract.
- C. The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the contract there shall be no discrimination exercised against any citizen because of age, race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

QUALIFICATIONS OF CONTRACTOR

- A. The Contractor must have a minimum of ten (10) years experience in the installation and performance of elevator maintenance as specified.

B. Service Facilities

The Contractor must maintain an active service office for the repair of elevator type equipment. Elements used as a basis for the evaluation of the qualifications of a service contractor are as follows:

1. Has sufficient financial resources to allow the provision of parts and labor as required to pursue the service requirements of this elevator contract without delay.
2. The availability of in-house and backup engineering capability to meet the requirements of solving unique service problems or requirements for modifications of elevator controls and equipment.
3. The availability of adequate supervision to control the activities of the mechanics in the field and to insure that the quality of maintenance is maintained at the prescribed levels.
4. Staff available within the office for conducting the service work on the units stipulated in this contract. Daily requirement for extensive experience by the mechanics and the maintenance of the type elevator equipment be maintained under the terms of this contract.
5. To have in-house and backup personnel capability to meet the peak service requirements as well as the continuing maintenance requirements of the contract.
6. Capability of the office management.
7. Arrangement for receipt of calls and dispatch of service personnel.
8. The following information, upon request, shall be provided by the apparent low bidder(s) for evaluation of bid:
 - a. Availability of replacement parts
 - b. Stock of new replacement parts
 - c. Engineering staff available
 - d. Source and extent of backup engineering services
 - e. Number and names of supervisors available for assignment to this maintenance contract
 - f. Number and qualifications of elevator mechanics available for assignment to this maintenance contract
 - g. Names of office manager and assistant or backup manager
 - h. Describe program and manpower source for equipment maintenance during a work stoppage.
 - i. Name answering service and state arrangements for off-hours emergency repairs. State number of mechanics available to respond to emergency calls.

C. Experience

The Contractor must have successfully maintained elevator equipment similar to that which is to be maintained, and must be thoroughly familiar with the specific system to be maintained. The Contractor and his personnel who maintain these elevators must be especially trained and have adequate experience in the maintenance of this particular type of elevator system.

ANY DEVIATIONS FROM BID SPECIFICATIONS MUST BE NOTED WITH BID.

- END OF SPECIFICATIONS -

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) \$1,000,00 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 certificates of insurance to this Agreement evidencing Vendor's compliance with these requirements.

VENDOR BID REPLY SHEET

Bids are due at 2:00 p.m., Thursday, April 29, 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 declares that he has carefully examined all bidding and contract documents and all interpretations of any addenda to the contract documents issued by the County and that he has satisfied himself as to all the quantities and conditions, and understands that in signing this bid he waives all rights to plead any misunderstanding regarding the same.

Pursuant to and in compliance with Advertisement for Bids and the documents relating hereto, the bidder hereby offers to furnish all equipment, materials or services necessary or proper for, or incidental to, the completion of this contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the **MONTHLY NET COST** listed below:

COST BREAKDOWN:

<u>Bldg.</u>	<u>Qty.</u>	<u>Location</u>	<u>Unit Monthly Cost</u>
1.	1	Mental Health Center	_____
2.	1	Social Services Building	_____
3.	1	County Office Building Branch	_____
4.	1	County Court House	_____
5.	2	County Office Building	_____
6.	2	Office Complex	_____
7.	1	Barclay Court House	_____
8.	1	Public Works Maintenance Facility	_____
9.	6	Public Safety Center	_____
TOTAL MONTHLY COST			_____

(continued next page)

Security Deposit in the sum of _____ Dollars (5% of the Total Base Bid) (\$ _____), in the form of _____ is submitted herewith in accordance with the specifications.

In case this bid is accepted by the County, and the undersigned shall fail to execute a contract with and give the required bonds to the County within fifteen (15) days after the date of a written notice by the County to the undersigned so to do, this bid security shall be forfeited and will be retained by the County as liquidated damages.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the day of opening of the bids or after expiration of such forty-five days and prior to the withdrawal of the bid by the undersigned, the undersigned will, within fifteen (15) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the contract or contracts in the form of the agreement attached hereto, or in a special contract form that may be drawn up in accordance with the County’s attorney requirements.

If the address designated by the undersigned to which such notice of acceptance should be mailed, telegraphed or delivered is different than that given at the bottom of this page, please indicate the address to be used for delivery of such acceptance:

In the event that an addendum (or more than one) is sent to the prospective bidder after their receipt of the initial bid package, or should an addendum sheet or sheets be attached to the bid package, the undersigned hereby acknowledges the receipt of the same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

The undersigned further agrees to comply with requirements as to conditions of employment, wage rates and hours of labor set forth in the contract documents (if required).

This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.

Company

Type or Print Name

Date

Title

Authorized 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; 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 an 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 therefor. 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