



**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

May 20, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126 until **2:00 p.m., June 12, 2009** for:

MAINTENANCE OF FIRE TRAINING GAS-FUELED PROPS

Specifications are available in the Purchasing Department at the above address during regular office hours and online at www.oswegocounty.com.

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

Fred Maxon
Purchasing Director

SECTION 1 - INFORMATION FOR BIDDERS

RECEIPT & OPENING OF BIDS

The Oswego County Purchasing Department is soliciting bids from qualified vendors for **repair and semi-annual maintenance of the LP-fueled fire training props** at the County's Fire Training Facility located at 720 East Seneca Street, Oswego, NY.

Bids are due on or before 2:00 p.m. on June, 4, 2009. Each bidder must submit his signed original bid and two copies in a sealed envelope. The envelope must bear the bidder's company name and bid title: **BID #19-09: MAINTENANCE OF FIRE TRAINING GAS-FUELED PROPS. Either mail or deliver the same in person to:**

Oswego County Purchasing Department
46 East Bridge Street (3rd Floor)
Oswego, New York 13126

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any or all bids. Failure to include all requested information will cause the bidders proposal to be considered informal. Bids shall be signed with an authorized signature. The signatory's name must be typed below the signature. Unsigned bids shall be considered invalid. To be considered valid, the Non-Collusive Bidding certificate must be signed. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement. Bids received after the time and date specified will not be considered and will be returned unopened. Bids may not be withdrawn within forty-five (45) days after the actual date of opening.

Bids delivered prior to the opening date 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.

COMMUNICATONS

Communications with the County shall be solely through the County's Purchasing Director and the Oswego County Fire Coordinator, 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. The County will not be responsible for any oral representations or instructions.

General questions regarding bid process:	Site Visit/Specifications/Technical Questions:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8234	John Hinds Fire Coordinator 720 East Seneca Street Oswego, NY 13126 (315) 349-8800

EXAMINATION OF CONTRACT DOCUMENTS & SITES

Each bidder shall make a thorough examination of the facility to familiarize themselves with the condition of the systems and the equipment as it pertains to this maintenance contract. A

recommended pre-bid contact should be made with the Oswego County Fire Training Facility.

Each bidder shall thoroughly examine all contract documents. Failure of the bidder to fully acquaint themselves with the amount and nature of the work required to complete this task **will not** be considered as a basis for extra compensation.

The proposal shall be regarded as having been made with full knowledge of the conditions under which the vendor will have to operate and full knowledge of the type of devices that are to be maintained in the performance of this contract, by inspection or prior knowledge of the building covered by this contract. No pleas of ignorance of conditions that exist, or of any difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill all requirements and specifications of the contract.

The bidder shall consider all Federal, State, and Local laws and regulations that may affect cost, progress, performance or furnishing of the work.

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 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.

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 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 Credit.

EXECUTORY CLAUSE

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

PERTAINING TO GENERAL MUNICIPAL LAW

The Contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part hereof as though herein fully set forth.

REJECTION OR ACCEPTANCE OF BID

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject

any or all bids, to re-advertise for bids if desired, and to accept the bid, 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.

GUARANTEE

All bidders shall submit with their bid the complete warranty, including the limits of liability. Bidders must include the manufacturer's brochures and detailed specification sheets when applicable.

COMMENCEMENT OF WORK

Upon execution of the contract, including delivery of Insurance Policies and Certificates by the contractor to the County for the approval 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 Purchasing Director.

DEFAULT

If the Contractor shall neglect to complete the work properly, or if they should refuse to remedy any defects in their work due to inferior quality of workmanship or material, or if they should in any manner fail to perform any provision of this contract, the County may make good such deficiencies and deduct the cost thereof from the payment due, or thereafter due, to the Contractor after five (5) days written notice to the Contractor.

Provided always, these entire agreements are upon condition, that is 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 the 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.

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 all Equal Employment Opportunity laws and regulations.

VALIDITY OF PROVISIONS

The County and Contractor understand and agree that each and every provision is 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 the law.

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 in effect.

SECTION 2 - GENERAL REQUIREMENTS

INFORMATION REQUIRED WITH BID

Include the names and length of experience of the technicians scheduled to maintain the systems and provide service. Indicate the procedure by which field personnel can be reached for emergency service both during and after normal working hours.

Provide the names and addresses of at least three (3) customers with whom the Contractor has full responsibility of maintenance contracts of a similar nature.

AWARD

The intent is to award the contract to the responsible bidder best meeting the above criteria for each bid package based on an analysis of the following criteria: Technical and esthetic qualities of the proposal, reliability, bidder's ability and facilities to maintain the equipment called for, evaluation of the bidder's proper understanding of the Owner's needs and bid price. The County may, at its discretion, reject any and all bids, or accept any which in its opinion best serve its interests.

CONTRACT PERIOD

This contract will be in effect for one year effective August 1, 2009 through July 30, 2010 and may be renewed for up to four (4) additional one-year periods upon mutual consent of both parties. Prices may be adjusted annually as described herein. In the event either party decides not to renew, it shall then notify the other party in writing that it has decided to terminate the contract at the end of the contract period. Such notice shall be in writing at least sixty (60) days before the expiration date.

TAXES

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

PRICING

The bidder shall provide the following information:

- A one-year fixed price for a semi-annual Maintenance/Service Contract as outlined in this specification
- Basic Hourly Rate including Fringe Benefits
- Premium Time Hourly Rates
- Markup Rate on Parts

All prices quoted will be firm and fixed for the duration of the contract period specified. Price changes for the second through fifth year of the contract period must be submitted to the Oswego County Purchasing Department sixty (60) days prior to the anniversary date. Increase requests shall not exceed the annual published Consumer Price Index (CPI-U) for the Northeast "Other Goods and Services" as published by the US Department of Labor or 2%, **whichever is less**. If the contractor fails to notify the County of price changes within sixty (60) days prior to the anniversary date, the price then in effect will automatically renew.

TERMINATION

Either party may terminate this contract 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.

Upon termination, the Owner shall pay all amounts due and owing up to the effective date of termination. The contractor shall not be entitled to any moneys for portions of work remaining in the uncompleted contract agreement. The contractor shall turn over and deliver to the owner all technical data and other information and materials relating to the terminated services, which are within the contractor's possession and control.

The Owner shall review the contractor's performance. If it is found the contractor is not meeting contract conditions, he/she will be formally notified. If the condition is not corrected, then this will be cause for contract termination.

GOVERNING LAWS/REGULATIONS

The contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the work.

If the contractor observes that any requirement specified in the contract is at variance, with any governing laws, ordinances, rules, regulations, permits or licenses, he shall promptly notify the owner in writing before incurring any further liability, expense, or obligation for the contractor or County.

QUALIFICATIONS OF CONTRACTOR

The contractor must have a minimum of ten years experience in the performance of fire prop maintenance as specified. The Contractor shall maintain a service office and parts warehouse center.

The contractor must employ service personnel who are trained, qualified and experienced in service and maintenance procedures of the specified equipment. Upon request, the bidder must submit personnel qualifications to the Owner. All contractor representatives shall possess proper identification when on site.

At all times, the contractor must own and have available for immediate use, a complete set of pertinent maintenance and repair tools, including manufacturers' specified calibration and adjusting instruments.

WORKING HOURS

All maintenance/service, except for emergency call-in service, to be performed under this contract shall be during normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday. **All labor, travel costs, parts, supplies and other costs incidental to scheduled maintenance and unscheduled repair service will be included in the fixed fee bid price.**

WAGE RATES

All provisions of the State Labor Law as pertaining to prevailing wage rates shall be adhered to. Certified payroll certificates shall be available upon request of the County of Oswego.

METHOD OF PAYMENT

Invoices will be submitted for payment to the office of the Oswego County Fire Coordinator, 720 East Seneca Street, Oswego, NY 13126. Upon acceptance of the work by the department, payment terms are net 30 days.

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 system operation. The proposal must be submitted in writing to the Oswego County Fire Coordinator who shall review each such 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 the County.

ASSIGNMENT AND SUBLETTING

The contractor shall not assign this contract, nor sublet any portion of the work, nor assign any moneys payable under this contract, without first obtaining the written consent of the county. Any assignment or subletting by the contractor without written consent of the County shall be considered null and void. Any County authorized assignment or subletting shall not relieve the contractor of the responsibility for full compliance with the requirements specified in the contract. All work performed shall be the responsibility of the bidding contractor. Subcontracts on any portion of the contract will not be permitted without the expressed written consent of the County.

OTHER CONDITIONS

The contractor shall submit service forms and specific equipment tasking sheets to be used during maintenance/service for approval by Owner. These forms will be used for permanent records, basis for payment, and will ensure the scope of work is met.

The County shall provide access to all equipment that is included under the maintenance contract. The contractor shall coordinate all maintenance work with the Owner so it does not interfere with normal building operations.

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 the contractor's direct control. Damage obviously due to vandalism will cause the owner to reimburse the contractor for replacement parts used, plus the labor necessary to install the parts. The County may, at times, require the contractor to provide analysis and recommendations regarding the system's reliability, and efficiency of operation. This service shall be provided to the Owner bi-annually as part of the Maintenance Contract Service. The contractor shall include the cost of this service in the quoted bid price submitted for the maintenance work.

The County shall immediately notify the contractor of any malfunction, breakdown, or unusual operating conditions associated with the equipment protected by this agreement. The contractor will provide 24 hour/day answering service and on-call personnel with pagers to handle all

emergency service/repair requests.

All materials used by the contractor are to be new, unused and first quality. No rejects, seconds or otherwise imperfect or low quality material will be accepted. Any material delivered by the contractor which is not in accordance with the 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.

REQUIREMENTS 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 Attorney's Office.

SECTION 3 - SCOPE OF MAINTENANCE/SERVICE & PROPOSED SCHEDULE

GENERAL

The County is seeking a qualified contractor with experience in the fire training business to provide semi-annual maintenance of the LP-fueled fire training props at the County-owned fire training facility. Maintenance will be required for Summer startup (July/August time frame) and an Autumn October/November time frame) to be scheduled through facility personnel. Facility personnel will be available to assist the contractor's representative during all aspects of maintenance. These specifications and subsequent contract shall include the following:

- Maintenance and inspection of LP-fueled fire training props, including parts, labor, calibration, testing and written reports as follows:

Summer (startup) maintenance to include startup check of all props, pilots, burners and controls, including adjustments, as needed, and estimates for necessary repairs and parts. Also includes calibration of gas detectors and thermal indicators, and testing / calibration of smoke machines. Written reports to the Owner shall detail the semi-annual inspection.

Mid-season maintenance to include operational check of all props, pilots, burners and controls, including calibration of gas detectors, thermal indicators, and calibration of smoke machines. Written reports to the Owner shall detail the semi-annual inspection.

- If requested, provide a price quotation for any needed repair work found by inspections. Quotation shall include a breakdown of labor (hourly), materials and time to complete.
- Restoring systems to operational status.
- Instruct the Owner on normal procedures, minor adjustments and changes, preventive maintenance, and safety precautions.

The contractor is encouraged to provide additional information concerning maintenance / repairs that, in their professional opinion, may have been omitted from the specifications, and could potentially impact the operational integrity of the fire training system. Such suggestions should be provided to the Fire Coordinator in writing, and will be considered at the County's discretion.

The county will supply any existing line drawings or current equipment specs additional training/safety manuals as are available. The county does have some shop drawings on premises.

SCOPE OF WORK

The scope of work shall include the necessary supervision, labor, expenses, materials, tools, test equipment and reports in order to maintain the integrity of the props used in fire training.

There are a total of 5 interior props in the main burn tower. The remaining 8 props and the "scrubber" are exterior in nature. There are also 21 pilot burners. All of the following props are fueled by Liquefied Petroleum Gas (LP) including pilot and main burner assemblies, flame signal indicators, control processors, and various regulators and switches. They include:

(CHECK NUMBER OF PROPS AGAINST THIS SECTION & DETERMINE ACTUAL NUMBER OF MAINTENANCE-RELATED ITEMS - JOHN) (17 props total).

- 5 - interior fire tower LP-fueled props
- 1 -drain water LP gas “scrubber”
- 1- pole top LP transformer prop
- 1- large exterior LP 3-section pan fire prop
- 1- paint locker LP fire prop
- 1- running spill fire pool / incline / spill prop (LP)
- 1- vehicle fire LP prop
- 1- large spill fire LP prop (3 burner)
- 1- pad mounted transformer LP fire prop
- 1 -115 kV transformer fire LP prop (3 burner)
- 3- smoke generating machines (LP)

These specifications are the minimum level of work and services required. They are not intended to be, nor shall they be construed as, limiting. The Contractor is required to take all measures which would be taken by a prudent owner to maximize the life expectancy and safety of the equipment.

ITEMS SUPPLIED BY CONTRACTOR

The Contractor shall be capable of furnishing all supplies, materials, expendable items, tools, special testing gear, and equipment required for the performance of the work described herein. The Owner reserves the right to supply some or all of any equivalent specified materials.

REPORTING PROCEDURES

The Contractor shall provide inspection reports which will identify the work performed, any repairs required or corrective action taken, service person performing work, and list other items which may be required by the County. Prior to starting work, the Contractor shall submit for the County’s approval, a copy of all of the Maintenance/Service Inspection forms to be used by the Contractor’s field personnel. The Contractor shall be responsible for insuring that all Maintenance/Service Inspection forms are filled out at the completion of each inspection. This report must be submitted to the County and must be signed by an authorized person designated by Oswego County’s Fire Coordinator, after the work is completed. If the Contractor’s field personnel describe work performed on the Maintenance/Service Inspection form, which in fact was not performed, this will be cause for termination of the contract. It shall be the responsibility of the Contractor to notify the County, **in writing**, of any service problems relating to the system operating equipment as soon as possible to insure proper correction of the problem.

EXCLUSIONS

The following items pertaining to the systems are not included under this contract:

- Work caused by any operation of, adjustments to, or repair to Covered Equipment by others not authorized in advance by Contractor.

SCHEDULES

The contractor shall submit to the Owner, with their bid, detailed Comprehensive Semi-Annual Maintenance/Service & Operational Inspection Schedules, identifying all tasks necessary for maintenance of the equipment described herein.

ANY DEVIATIONS FROM BID SPECIFICATIONS MUST BE NOTED WITH BID.

VERIFICATION

It shall be the Contractor's responsibility to verify that the equipment listed in this specification is complete and accurate.

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

INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department
46 East Bridge Street
Oswego, NY 13126

CERTIFICATE OF INSURANCE

THIS CERTIFIES to the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York 13126 that the following described policies have been issued to, and are in force for:

NAME & ADDRESS _____

OF INSURED: _____

COVERING: BID #19-09

MAINTENANCE OF FIRE TRAINING GAS PROPS

KIND OF INSURANCE LIABILITY	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF
(X) Workers' Compensation Form C105.2			Statutory
(X) Disability Benefits Law			Statutory
(X) Comprehensive General Liability			CSL of \$1,000,000 OCC/ \$1,000,000 Agg in the Primary Policy
(X) Comprehensive Auto Liability			CSL of \$1,000,000 per OCC Primary Policy

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

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

Name of Insurance Agency

Signature of Authorized Representative

Address of Insurance Agency

Telephone Number

Date

VENDOR BID REPLY SHEET

Bids are due at **2:00 p.m., Friday, June 12, 2009** at the Oswego County Purchasing Department, 46 East Bridge Street (3rd Floor), Oswego, NY 13126.

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

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for BID #19 - 09 as recited in the specifications and offers to furnish the following equipment, materials and labor for the following cost:

August Startup Maintenance Fee	\$ _____
Mid-Season Maintenance Fee	\$ _____
Basic Hour Rate for Repairs (including fringe benefits)	\$ _____ per hour Tech
Premium Time (including fringe benefits)	\$ _____ per hour Tech
Travel, Mileage	\$ _____
Markup Rate on Parts	_____
Response Time	_____

In the event that an addendum (or more than one) is sent to the prospective bidder after their receipt of the bid package, or should an addendum sheet or sheets be attached to the bid package, the undersigned hereby acknowledges the receipt of 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 the 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 the opening of bids or any authorized postponement thereof.

DEVIATIONS FROM BID SPECIFICATIONS: _____

FEDERAL ID # _____

Please attach additional bid information to this sheet.

Bid # 19-09 MAINTENANCE OF FIRE TRAINING GAS-FUELED PROPS

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

Type or Print Name

Company

Title

Address

Authorized Signature

() / ()

Date

Telephone Number / Fax

REFERENCES

List three (3) customers, in the Central New York Area, with whom your company has Service Coverage agreements, including contact information:

1.	_____		
	Company Name	Address	()
		Contact Person	Phone

2.	_____		
	Company Name	Address	()
		Contact Person	Phone

3.	_____		
	Company Name	Address	()
		Contact Person	Phone

STAFF / TECHNICIANS

Identify the staff / technicians who will provide the services required under this maintenance contract. Include length of experience and qualifications.

Staff / Technician Name & Title	Yrs of Experience
Qualifications:	

Staff / Technician Name & Title	Yrs of Experience
Qualifications:	

Staff / Technician Name & Title	Yrs of Experience
Qualifications:	

RESOLUTION FOR CORPORATE BIDDERS ONLY

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

**BID #19- 09
MAINTENANCE OF FIRE TRAINING GAS-FUELED PROPS**

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

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

Secretary

(Seal of Corporation)

NON-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