



OSWEGO COUNTY PURCHASING DEPARTMENT

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

March 5, 2009

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY no later than **2:00 p.m., Friday, March 20, 2009** for:

FIRE TRAINING TOWER REPAIR

Specifications are available at the Purchasing Department at the above address during regular office hours, or online at www.oswegocounty.com/purchasing.

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

Fred M. Maxon
Purchasing Director

INFORMATION FOR VENDORS

The County of Oswego is soliciting bids from qualified firms for repair of the Fire Training Center's live fire training tower located at 720 East Seneca Street, Oswego, NY. The County seeks a firm with experience in projects of similar size and complexity, ideally with experience and expertise in the specialized requirements of a fire training "burn building."

The selected contractor must provide construction services necessary to repair the existing structure. The structure, when completed, will be used by firefighters from throughout the county in live fire training evolutions.

BACKGROUND

The burn building, built in 1991, was originally modeled after a utility sub-station. As-built drawings prepared by Niagara Mohawk Power Corporation are thought to be generally accurate and are available for review. The building is a two-story structure with approximately 1,800 square feet of interior space. There are currently four burn rooms containing liquid propane gas props. Note that the building was abandoned for four years prior to being acquired by the County, and is in fair condition. A structural survey and evaluation was completed by Elliott, LeBoeuf & McElwain, of Springfield, VA, in 2008. Testing and inspections were not performed on non-structural items.

DEADLINE, RECEIPT AND OPENING OF PROPOSALS

Each Vendor shall submit a **signed original bid and two (2) copies in a sealed opaque envelope indicating the company's name and proposal title: Bid #8-09 - Fire Training Tower Repair.**

Bids are due on or before 2:00 p.m., Friday, March 20, 2009. Either mail or deliver proposals in person to:

Oswego County Purchasing Director
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any 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 thereof. Any bid 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. Facsimile transmitted bids are not acceptable and will be rejected.

Bids delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Vendor.

PRE-BID MEETING

Potential bidders are strongly encouraged to attend a pre-bid meeting at the Fire Training Center, 720 East Seneca Street, Oswego, NY on Friday, March 13, 2009 at 10:00 a.m. Confirm participation by calling John Hinds, Fire Coordinator, at (315) 349-8800.

COMMUNICATIONS

Communications with the County shall be solely through the officials 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 County Purchasing Director. 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:	Specifications / Technical Questions or to arrange a site visit:
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	John Hinds Oswego County Fire Coordinator 720 East Seneca Street Oswego, NY 13126 (315) 349-8800

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, transmittal, or presentation of any response or materials submitted in response to the bid.

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 proposal;
- Study and carefully correlate Vendor’s observations with the RFP document;
- Visit the project site to become familiar with local conditions that may affect the proposal.

SPECIFICATIONS DISCREPANCY

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or bid form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors. The County will not be responsible for any oral representations or instructions.

SCOPE PARAMETERS

If a Vendor identifies an additional element not included in this bid, which in its judgment would be essential to accomplish the intended objectives as articulated in this bid, the Vendor should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Vendor identifies a task within the bid that it believes could be modified or deleted without impacting

the objectives of the bid, the Vendor should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

AWARD

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, Vendor's ability and facilities to provide the service called for, evaluation of the Vendor's proper understanding of the County's needs, and price. The contract shall be awarded to the responsible firm who best meets the bid's criteria in the opinion of the County.

Additional selection factors may be included under the SPECIFICATIONS section of this bid.

The Vendor must provide unquestionable evidence of sustained capability of providing the services requested and proposed, such as can be demonstrated in existing or previous operations.

The County may award a contract based upon the bids received, without discussion of such proposals with Vendors. **Each bid should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written bid. Submission of a bid does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, marital status, age, sexual orientation or natural origin. Minority Owned Businesses Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) are encouraged to apply.

All bids over \$5,000 are subject to final review and acceptance by the Oswego County Legislature before any award of contract may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

All bids shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which bid best meets the public interest. The County reserves the right to extend said period.

At the discretion of the County, the successful Vendor must provide Letter of Commitment within thirty (30) days of acceptance.

COMMENCEMENT OF WORK

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

CANCELLATION

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, the Vendor may be determined to be in breach and the contract may be terminated by giving written notice to the Vendor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished work, documents, and reports prepared by the Vendor under this contract shall, at the option of the County, become County property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

The Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of determining the exact amount of damages due the County.

The Vendor understands that the contract may be terminated due to non-appropriation of funds.

PRICING

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

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Fire Coordinator. Payment schedule is negotiable. Invoices shall be sent to the Oswego County Fire Training Center, 720 East Seneca Street, Oswego, NY 13126.

VENDOR'S QUALIFICATIONS & ELIGIBILITY

Bidders for this project must be licensed in the State of New York. The Vendors must have demonstrated expertise in and significant knowledge of New York State General Municipal Law, County Law, and environmental law as they pertain to construction and construction project management.

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Vendor, and the Vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Vendor is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

SPECIFICATIONS / SCOPE

Oswego County requires the successful Vendor to provide expert construction and construction management services for repair of the live burn Fire Training Tower located at

720 East Seneca Street, Oswego, NY. Project oversight requires that the work be completed within the budget and timeframe as determined by Oswego County. **Anticipated completion date is mid- to late-May, 2009.**

The requested bid will include permitting, design and construction management for the aforementioned project as follows:

- Prepare all plans and specifications for the repair of the live fire burn building work and related items.
- Remove and replace all damaged hollow core planks at the second floor and roof. Include the number of planks to be replaced.
- Include all costs of roof including demolition and rebuilding.
- Repair cracks, and patch areas of loose concrete at the concrete topping at the second floor slab.
- Re-point and grout cracks at the interior CMU walls and below the concrete beam bearing at the interior face of the exterior wall in the second floor hallway.
- Remove severely damaged CMU at door jambs, and rebuild the jambs with new CMU to match the existing, with vertical reinforcing in fully grouted cells for the full height of the wall at each jamb.
- Provide refractory concrete lintels over the openings at both doorways in Burn Room #3.
- Provide high temperature caulking between CMU and fire brick at locations where it is missing.
- Repair the double steel plate doors at the exterior of Burn Room #3.
- Remove all severely damaged and lose fire brick in all rooms. If located adjacent to LP gas props in burn rooms, or if protecting structural steel framing in any room, replace the fire brick that has been removed. If located away from the LP gas props in burn rooms and not protecting structural steel framing, or if located in a non-burn room, replacement is not necessary. However, all remaining brick should be stable and sound.
- Provide a thermal lining system at the ceiling of all burn rooms for the full extent of the room. (Include a materials description.)
- Replace the damaged hollow metal door on first floor – side 2. (Offer alternative if replacement is deemed too costly).
- Remove or repair the existing rope anchors at the roof, and replace with new stainless steel rope anchors, as necessary.
- **Include a materials listing in your proposal.**
- Obtain a building permit on behalf of the Owner.
- OPTION 1 – The County requests, as an option, the cost for annual maintenance and inspection of the structure.

Firms shall propose a time schedule to complete the above specifications, indicate availability to attend meetings and provide the names of the staff that will be assigned to the project.

All activities shall be in compliance with all applicable state, federal and local codes, statutes, standards and regulations.

BID FORMAT

All bids must be in accordance with the format specified below. Please submit one signed original and two (2) copies.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Proposal Body. Please include the following:
 1. Describe how you will fulfill the scope of work as identified in this bid. Include a tentative time schedule.
 2. Identify the staff that would be assigned to work on this project. Define the capacity in which each person would be working, and describe the qualifications, education, training, expertise, and experience that qualifies these individuals to work on this project.
 3. Describe in detail your company's experience with similar projects. Include a listing of all completed projects over the past three (3) years of a similar type and the client's names.
- VI. Applicable Bonds
- VII. Certificate of Insurance
- VIII. Itemized cost proposal – materials, labor, and Option 1.
- IX. Provide a list of materials to be used on this project.

GENERAL PROVISIONS

In submitting a proposal, a Vendor agrees to be bound by the requirements set forth in the following General Provisions and the above Information for Vendors and Specifications. Whenever reference is made to the term "Contractor" or "Vendor" this shall include the party with whom the County may enter into an agreement, as well as any subcontractors whom the Vendor has engaged to complete portions of the scope of services. Whenever reference is made to the term "County", this shall include the County of Oswego.

HOLD HARMLESS

The Contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of Oswego, its officers, employees and agents from any and all liability damage claims, demands, costs, judgments, fees, attorney's fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor, or by third parties under the control and direction of the Contractor.

PROFESSIONAL SERVICES AGREEMENT

The successful Vendor will be required to execute a professional services agreement with Oswego County. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this bid (including the Information for Vendors, Specification and General Provisions) and may include those reflected in the specific bid submitted. The contract documents shall be the exclusive source of the Vendor's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

INDEMNIFICATION

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

NON-DISCRIMINATION

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

LAWS, CODES & REGULATIONS

The Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the bid. Some of the applicable laws would include but not be limited by:

1. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

2. **Davis-Bacon Act, as amended (40U.S.C. 276a to a-7)** – When required by Federal grant program legislation, all construction contracts awarded by Recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** – Where applicable, all contracts awarded in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours on the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Patent Rights to Inventions Made Under a Contract or Agreement** – Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sea.), as amended – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. The following provisions shall also be included in all contracts:

- a. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
- b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the Recipient, including the manner by which such termination shall be effected and the basis for settlement.
- c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the United States Office of Civil Rights (OCR) may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

- iv. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States."
 - d. All negotiated contracts awarded by Recipients or subrecipients shall include a provision to the effect that the Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents. Papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
 - e. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.
 - f. All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.
7. **Pertaining to General Municipal Law** - The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

ASSIGNMENT & SUBLETTING

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor's proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The contractor shall not assign, transfer, sub-lease, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

CONTRACT MODIFICATION

Either party may at any time during the term of this contract request amendments or modifications. Requests for amendment or modification of this contract shall be in writing, specifying the changes sought and the reasons.

DISPUTES

The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Oswego County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter.

The Vendor will retain all records pertinent to this agreement, for a period of seven (7) years from either the date of final payment of this agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is longer.

When a fiscal or special audit determines that the Vendor has expended funds which are questioned under the criteria set forth, herein, the Vendor shall be notified and given the opportunity to justify questioned expenditures prior to the County's final determination of the disallowed costs, in accordance with the procedures established under contracted funding regulations.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

EXECUTORY CLAUSE

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

IDENTIFICATION

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

- a. Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- b. Where the contractor is a partnership, at least one general partner must sign;
- c. Where the contractor is a sole proprietor, the owner of the company must sign;
- d. All signatures on proposals, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

UNCONTEMPLATED PURCHASES

Oswego County reserves the right to request separate bids or proposals should quantities or conditions change such that contractual services may be best procured via separate public bid offering, and to otherwise act in furthering its own interests.

VALIDITY OF PROVISIONS

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

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

NON-COLLUSION

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

LICENSE AND PERMITS

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF 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 if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any bid that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

TAXES

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work. The County is exempt from payment of taxes imposed by the Federal Government and/or the State of New York. The successful Vendor is responsible for all applicable state, local and federal taxes.

NO EXTENSIONS OF CREDIT BY COUNTY

Pursuant to the applicable provisions of the New York State Constitution, the County of Oswego is prohibited from extending credit to individuals or entities to finance the operation of this program.

REQUIREMENTS FOR CONTRACT

The contract, 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.

SECURITY

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form of a Certified Check or Bid Bond and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

The Vendor shall obtain and maintain general and/or professional liability insurance to include comprehensive form and other coverage mutually acceptable to the County with sufficient limits for bodily injury, accidental death and property damage, and insurance related to training, as required by law.

The Vendor ensures that those employees in positions allowing for access and or control of program funds are properly bonded. The Vendor also agrees to reimburse Oswego County for any loss incurred in relation to this clause. The bond should be in effect from the date of entry into the contract through one year following the expiration date of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with R.O. 11246, "Equal Employment Opportunity," as amended by E.OO. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

FREEDOM OF INFORMATION LAW

Vendors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). The County will make every reasonable legal effort to maintain the confidentiality of proposals and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their proposals as "Proprietary Information."

VENDOR REPLY COVER SHEET

Sealed bids are due by **2:00 p.m., Friday, March 20, 2009** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126 for **Bid #8-09 - Fire Training Tower Repair**. The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal and offers to fulfill the activities as shown on the attached bid.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

The fee below includes all expenses for services connected with Bid #8-09.

MATERIALS \$ _____

LABOR \$ _____

TOTAL \$ _____ (US Dollars)

OPTION 1:

ANNUAL MAINTENANCE AND INSPECTION \$ _____

DELIVERY DATE: _____

FEDERAL ID # _____

DEVIATIONS FROM BID SPECIFICATIONS: _____

Type or Print Name

Company

Title

Address

Authorized Signature

() / ()

Date

Telephone Number / Fax

Please attach additional proposal information to this sheet.

VENDOR INFORMATION SHEET

Proposing Organization: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Invoices Will Be From:

Address: _____

Person To Contact In Reference To Contract:

Name: _____

Title: _____

Address: _____

Phone: (_____) _____

Fax: (_____) _____

Signatory Authority: _____

“In consideration of the limitations of this bid I hereby certify that the information in this proposal is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this proposal.”

Name/Title

Signature

Date

NON-COLLUSION CERTIFICATION
General Municipal Law 103-d

(a) By submission of this proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal 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 proposal 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 Vendor or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;

(3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal 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 Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the proposal 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 proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATIONS ONLY

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

BID #8-09 - FIRE TRAINING TOWER REPAIR

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

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

Secretary

(Seal of Corporation)

NON-BIDDERS RESPONSE

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

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

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

You may remove our name from the bid list for:

_____ This Commodity Group _____ This Item or Material _____ All Bids

Type or Print Name

Company

Title

Address

Authorized Signature

()

Date

Telephone Number