



## OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126  
Phone (315) 349-8234 Fax (315) 349-8308 Fred@oswegocounty.com

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**Fred Maxon**  
Purchasing Director

**Gail VanLinder**  
Purchasing Clerk

**Mary Watson**  
Purchasing Clerk

July 10, 2009

### 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, August 6, 2009** for the purchase of:

#### 7 NEW 2010 MID-SIZE PASSENGER VEHICLES WITH TRADE-INS

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 am to 5:00 pm or online at <http://www.oswegocounty.com/purchasing/2009.html>. 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 Maxon  
Purchasing Director

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

**BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: BID #26-09 - 7 NEW 2010 MID-SIZE PASSENGER VEHICLES WITH TRADE-INS.**

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

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

The right is reserved to award with or without trade, to reject any and all bids in whole or in part, and to waive technical irregularities in bids; as may be deemed in the best interest of the County.

All prices and discounts are to be quoted firm against increase on an F.O.B. destination, freight prepaid, unless otherwise indicated.

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

Vehicles delivered shall comply to all applicable rules and regulations of the N.Y.S. Department of Motor Vehicles and shall be equipped with the safety standards currently required by Federal Motor Vehicle standards established by the National Traffic Safety Agency.

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

**Only bids from manufacturers and/or authorized dealers will be given consideration. Bidder or manufacturer must have an authorized service shop and parts department located within a fifty (50) mile radius of Oswego, New York adequate to service unit being bid.**

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

All standard items normally furnished by the vehicle manufacturer shall be furnished. Vehicle must be delivered strictly in accordance with specifications. If vehicle is delivered with deviations or improper servicing, the bidder must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays and Holidays) after receipt of written notification from the County. Otherwise, the County may have the corrections made at the bidder's expense. Each bidder must enclose detailed specification sheets listing all options and specifications being bid.

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

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

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

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

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

END OF SECTION 1

**SPECIFICATIONS**

The following includes minimum specifications for the Purchase of Seven (7) NEW 2010 MID-SIZE PASSENGER VEHICLES WITH TRADE-INS. NOTE: There are eight (8) trade-ins.

Vehicles must include all major standard equipment in addition to the options specified below:

1. BRAND: Any
2. WHEELBASE: 107 inches (minimum)
3. DOORS: 4 (Note: Hatchbacks are not acceptable.)
4. SECURITY: Power door locks
5. WINDOWS: Power
6. BRAKES: Four wheel power antilock brakes
7. STEERING: Power
8. ENGINE: 3.0 liter V-6 (minimum)
9. TRANSMISSION: 4 or 5 speed automatic transmission with overdrive
10. TIRES: All-season steel-belted radial
11. RADIO: AM/FM
12. AIR CONDITIONER: Yes
13. MIRROR: Left remote control
14. SEATS: Front dual reclining adjustable bucket; rear bench, cloth, seating for 5
15. COLOR – Exterior – Dark Blue. Interior – Mid-tones of any blue, gray, tan.
16. FLOORING: Vinyl or Carpet with front and rear floor mats
17. STANDARD GAUGES: Speedometer, trip odometer, volt, oil pressure, temperature and fuel
18. WARNING LIGHTS: airbags, door ajar, battery, oil pressure, brake, check engine, low fuel, safety belt reminder
19. LIGHTS: Illuminated entry
20. AIRBAGS: Driver
21. KEYS: Three (3) ignition keys. Keyless entry.

NOTE: Registrations will be the responsibility of Oswego County.

**TRADE-INS**

The following eight (8) vehicles will be offered for trade in ‘AS-IS’ condition. Mileage indicated below is as of June 31, 2009. **Vehicles may be inspected on Thursday, July 30, 2009 between the hours of 10:00 a.m. and 1:00 p.m. at the Oswego County Health Department, 70 Bunner St., Oswego, NY. Questions concerning the trade-ins should be directed to Eileen Santoro at (315) 349-8310.** NOTE: These vehicles will continue to be in use until the new vehicles are delivered and placed into service.

TRADE	YEAR	MAKE	MODEL	VIN#	MILEAGE*	Plate#
1	2001	Chevy	Malibu	1G1ND52J516276940	83,729	K-15392
2	2001	Chevy	Malibu	1G1ND52J716275045	77,437	K-15387
3	2001	Chevy	Malibu	1G1ND52J616213877	80,097	K-15301
4	2001	Chevy	Malibu	1G1ND52J816212844	87,894	K-15299
5	2001	Chevy	Malibu	1G1ND52J716213841	84,115	K-15295
6	2002	Chevy	Malibu	1G1ND52J72M728917	92,114	K40203
7	2002	Chevy	Malibu	1G1ND52J72M728772	105,976	K-40201
8	2002	Chevy	Malibu	1G1ND52J72M726908	95,965	K-40206

**\*mileage is as of 6/31/09**

**COMMUNICATONS**

Communications with the County shall be solely through the Oswego County Purchasing Department and the Oswego County Health Department, as indicated below. Vendors are specifically directed not to contact any other County officials or employees in any fashion regarding this bid without prior approval from the Purchasing Department. Unauthorized communications may result in the rejection of the bid.

<b>General questions regarding bid process:</b>	<b>Site Visit/Specifications/Technical Questions:</b>
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Eileen Santoro Oswego County Health Department 70 Bunner St. Oswego, NY 13126 (315) 349-8310

**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.

**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.

PRICES TO INCLUDE DELIVERY AND ALL STANDARD EQUIPMENT WITH VEHICLE BID.

ANY DEVIATIONS FROM BID SPECIFICATIONS MUST BE NOTED WITH BID.

**CONTRACT EXTENSIONS**

The dealer agrees to extend the same unit prices (without trade-ins) to any Cities, Towns and Villages in Oswego County, according to the terms and conditions of these specifications.

**VENDOR BID REPLY SHEET**

Bids are due at **2:00 p.m., Thursday, August 6, 2009** at the Oswego County Purchasing Department in the County Office Building (3rd Floor), 46 East Bridge Street, Oswego, NY 13126.

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

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the purchase of 7 NEW 2010 MID-SIZE PASSENGER VEHICLES WITH TRADE-INS as recited in the specifications and offers to furnish the following for the costs listed below:

YEAR / MAKE/ MODEL \_\_\_\_\_

Unit Cost \$\_\_\_\_\_ x Seven (7) New Mid-Size Passenger Cars = \$\_\_\_\_\_

**NEW VEHICLE TOTAL** \$\_\_\_\_\_

TRADE	YEAR	MODEL	VIN#	MILEAGE*	Plate#	\$ Trade
1	2001	Malibu	1G1ND52J516276940	83,729	K-15392	
2	2001	Malibu	1G1ND52J716275045	77,437	K-15387	
3	2001	Malibu	1G1ND52J616213877	80,097	K-15301	
4	2001	Malibu	1G1ND52J816212844	87,894	K-15299	
5	2001	Malibu	1G1ND52J716213841	84,115	K-15295	
6	2002	Malibu	1G1ND52J72M728917	92,144	K40203	
7	2002	Malibu	1G1ND52J72M728772	105,976	K-40201	
8	2002	Malibu	1G1ND52J72M726908	95,965	K-40206	

**TRADE-IN TOTAL** (\$\_\_\_\_\_)

**TOTAL NET COST** \$\_\_\_\_\_

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

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

DELIVERY DATE: \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

**Attach any additional information to this sheet.**

(continued next page)

**VENDOR BID REPLY SHEET (Continued)**

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

**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