



**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](http://www.oswegocounty.com)  
Fred M. Maxon, Purchasing Director**

May 25, 2010

**LEGAL NOTICE**

Requests for Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Tuesday, June 15, 2010** for:

**DAM INSPECTION & MAINTENANCE PLAN**

Specifications are available in the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. or online at [www.oswegocounty.com/purchasing](http://www.oswegocounty.com/purchasing).

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

Fred Maxon  
Purchasing Director

**PART 1 INFORMATION FOR VENDORS**

The County of Oswego Highway Department is soliciting proposals from qualified firms for **DAM INSPECTIONS AND MAINTENANCE PLAN**. The general scope includes the provision of Engineering Services to meet the newly implemented New York State Department of Environmental Conservation’s Dam Safety Regulations.

**DEADLINE, RECEIPT AND OPENING OF PROPOSALS**

Each Vendor shall submit a **signed original proposal and three (3) copies in a sealed opaque envelope indicating the company’s name and proposal title: RFP #11-10 – DAM INSPECTIONS AND MAINTENANCE PLAN. Proposals are due on or before 2:00 p.m., Tuesday, June 15, 2010.** Either mail or deliver proposals in person to:

Fred Maxon, Director  
Oswego County Purchasing Office  
46 East Bridge Street (3<sup>rd</sup> Floor)  
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within sixty (60) days after the actual date of opening. Facsimile transmitted proposals are not acceptable and will be rejected.

Proposals 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.

**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 proposal. 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 RFP.

It is the responsibility of each Vendor to:

- Examine the RFP 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 sites and examine schematics to become familiar with local conditions that may affect the proposal.

**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 RFP, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

<b>General questions regarding RFP process:</b>	<b>Specifications/Technical Questions and/or Site Visits:</b>
Fred Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 (315) 349-8307	Kurt Ospelt Superintendent Highway Department 31 Schaad Drive Oswego, NY, 13126 (315) 349-8331

**SPECIFICATIONS DISCREPANCY**

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP 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 RFP, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, 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 RFP that it believes could be modified or deleted without impacting the objectives of the RFP, 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.

**VENDOR’S QUALIFICATIONS & ELIGIBILITY**

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.

**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 RFP’s criteria in the opinion of the County.

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

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 proposals received, without discussion of such proposals with Vendors. **Each proposal 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 proposal. Submission of a proposal 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.

All proposals 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 proposals by the County shall not be construed as authority to bind the County.

All proposals shall be firm for a period of sixty (60) days after the opening date in order for the County to determine which proposal 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 Office.

#### **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, they 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 documents, data, 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. Travel and incidental expenses cannot be separately 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 Highway Department. Payment schedule is negotiable for completed work. Oswego County does not pay in advance. Invoices shall be sent to the Oswego County Highway Department, 31 Schaad Drive Oswego NY 13126.

- END OF PART 1 -

## **PART 2 SPECIFICATIONS**

### **PROJECT**

The project would include engineering services to provide an emergency action plan (EAP), to write a dam inspection & maintenance plan, and to provide the dam inspections required.

The County owns two (2) dams, one has a Class B hazard rating, and one has a Class A hazard rating

Engineering Service includes:

- Preparation of Emergency Action plans
- Inspections and maintenance (I&M)
- Plans and assessment of conditions for
- A Safety inspection
- Annual certification to ensure the regulatory compliance of the two county owned dams with the newly promulgated (August 19, 2009) NYSDEC regulation Part 673 of title 6 of the Official Compilation of Codes, Rules and regulations of the state of new York (6 NYCRR)

### **DELIVERABLES**

1. Documents required for the county to achieve dam safety compliance through January 31, 2012
2. An initial dam safety inspection and report
3. I&M plan development
4. EAP certification

- END OF PART 2 -

**PART 3 PROPOSAL FORMAT**

All proposals must be in accordance with the format specified below. Please submit one signed original and three (3) copies of your proposal in a sealed envelope marked **RFP #\_\_-09 - Title.**

Vendor Reply Cover Sheet (attached)

Vendor Information Sheet (attached)

Non-Collusion Certification (attached)

Resolution for Corporations (attached)

Proposal Body. Please include the following:

Describe how you will fulfill the scope of work as identified in this RFP. Include a tentative time schedule.

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.

Describe in detail your organization's experience with similar projects. Include:

1. A listing of any current projects of this same type and the client's names;
2. Any proposed projects of this same type and the client's names;
3. A listing of completed projects over the past five (5) years of this same type and the client's names.

References. Please provide a listing of references for projects of this same type completed within the past five (5) years.

- END OF PART 3 -

## **PART 4 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 will be provided by Oswego County. for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the Information for Vendors, Specification and General Provisions) and may include those reflected in the specific proposal 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 proposal.

**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. The County will have final approval.

**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.

**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.

**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:

- 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;
- Where the contractor is a partnership, at least one general partner must sign;
- Where the contractor is a sole proprietor, the owner of the company must sign;
- 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 PROPOSAL**

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals 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 proposal 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**

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 proposals, 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**

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.

**EMPLOYMENT**

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.”

- END OF PART 4 -

## INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy naming the County of Oswego as an additional insured shall, without exception:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
  - Contain a 30-day notice of cancellation.
  - State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
  - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

### IV. Required Insurance **MINIMUMS:**

- **Commercial General Liability Insurance**  
\$2,000,000 per occurrence / \$4,000,000 aggregate. General Aggregate to apply on a per project basis.
- **Automobile Liability**  
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/Umbrella Insurance**  
1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
- **Workers' Compensation and NYS Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 per claim

- V. Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written

notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the COUNTY; and
- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

- END OF PART 5 -

**VENDOR REPLY COVER SHEET**

Sealed proposals are due by **2:00 p.m., Tuesday, June 15, 2010** at the Oswego County Purchasing Office; 46 East Bridge Street (3<sup>rd</sup> Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal for **RFP #11 -10 - DAM INSPECTION AND MAINTENANCE PLAN**, and offers to fulfill the activities as shown on the attached proposal for the cost listed below.

ANNUAL COST = \$ \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

\_\_\_\_\_  
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: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Signatory Authority: \_\_\_\_\_

“In consideration of the limitations of this RFP, 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 proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this proposal, 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:

**RFP # 11-10 - DAM INSPECTION AND MAINTENANCE PLAN**

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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Secretary

(Seal of Corporation)

**NON-PROPOSER RESPONSE**

The Oswego County Purchasing Department is interested in the reasons why prospective Vendors fail to submit proposals. Failure to submit a proposal without explanation may result in removal of your firm from our Vendors’ list. If you are NOT submitting a proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

- \_\_\_\_\_ 1. Unable to make a proposal at this time, but would like to receive future RFPs.
- \_\_\_\_\_ 2. Items or material not \_\_\_\_\_ manufactured, \_\_\_\_\_ distributed, \_\_\_\_\_ stocked, \_\_\_\_\_ furnished.
- \_\_\_\_\_ 3. Services, 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