



## OSWEGO COUNTY PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126  
(315) 349-8234 Fax (315) 349-8308 [www.oswegocounty.com/admin/purchasing.html](http://www.oswegocounty.com/admin/purchasing.html)

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**Fred Maxon**  
Purchasing Director

**Gail VanLinder**  
Purchasing Clerk

**Mary Watson**  
Purchasing Clerk

March 28, 2008

### LEGAL NOTICE

The County of Oswego is soliciting proposals from qualified firms to provide municipal surplus action services. Sealed proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2 p.m., Thursday, April 17, 2008** for:

### AUCTION SERVICES

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

Fred M. Maxon  
Purchasing Director

## INFORMATION FOR VENDORS

### PURPOSE

The County of Oswego (NY) requests proposals from qualified vendors for turnkey, municipal Surplus Auction Services. Requested auction services may include on-site, on-line, or a combination approach. NOTE: The County's initial 2008 auction event will be for heavy equipment and vehicles only. (See Specifications for further information.)

### ANTICIPATED TIME TABLE

Proposed Action	Target Date
Request for Proposal Issued	March 31, 2008
Proposal Due Date	April 17, 2008
Evaluation of Proposals and Follow-up Presentations (if necessary)	April 17 – 24, 2008
Anticipated Award by Legislature	May, 2008
Service startup	June 1, 2008

### 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 #3-08 – Auction Services. Proposals are due on or before 2:00 p.m., Thursday, April 17, 2008.** Either mail proposal or deliver proposal in person to:

Fred M. Maxon, Purchasing Director  
Oswego County Purchasing  
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 Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.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 Proposals may not be withdrawn within sixty (60) days after the actual date of opening.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 RESPONSIBILITY

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.

## **COMMUNICATIONS**

**Communications with the County shall be solely through the Purchasing Director.** Vendors are specifically directed not to contact any other County officials or employees in any fashion regarding this RFP without prior approval from the official indicated below. Unauthorized communications may result in the rejection of Vendor's proposal. The County will not be responsible for any oral representations or instructions.

## **EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Vendor to:

- A) Examine the RFP documents thoroughly;
- B) Consider federal, state and local laws and regulations that may affect the proposal;
- C) Study and carefully correlate Vendor's observations with the RFP document.

## **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 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.

If during the engagement the selected Vendor or the County identifies additional tasks requisite to the completion of the project, the Vendor shall provide services to complete that task at rates set forth in its price proposal.

## **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.

## **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 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. 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.

## **AWARD**

The award(s) will be based in part on an analysis of the following criteria: technical qualities of the proposal, reliability, Vendor's ability and facilities to maintain the service called for, evaluation of the vendor's proper understanding of the County's needs. The contract shall be awarded to the responsible Contractor 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, 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 may be 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 dates 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.

## **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.**

## **VALIDITY OF PROVISIONS**

The County and Vendors understand and agree that each and every provision of law or clause required by law to be inserted herein 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.

## **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 RFP 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.

## **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.

## **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."

**PRICING**

The buyer's premium is to be quoted firm against increase for the duration of the contract. Travel and incidental expenses will not be invoiced. Vendors should consider such potential costs when developing their proposal. The County shall not be responsible for any additional costs.

**METHOD OF PAYMENT**

Payment shall be sent to the Oswego County Treasurer's Office, 46 East Bridge Street, Oswego, NY 13126, according to a mutually agreed upon schedule. Appropriate documentation shall accompany said payment.

**CANCELLATION**

The County reserves the right to terminate any agreement resulting from this RFP at any time if, in the opinion of the County, the contracted firm/individual is not conducting the project in accordance with the terms and conditions of the agreement.

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

## SPECIFICATIONS

For the purpose of this RFP, the County of Oswego wishes to contract for the services of a professional auctioneer as follows:

- 1) All-inclusive turnkey auction services for County-identified surplus. The County will provide a list of surplus items to be auctioned. (See attached)
- 2) Such services may include on-site auctions, on-line, or a combination approach. **NOTE: The County's initial 2008 auction event will be for heavy equipment and vehicles only.**
- 3) Surplus inventory within the scope of this RFP shall include:
  - Machinery
  - Equipment
  - Furnishings
  - Vehicles

Describe in detail the process(s) your firm will utilize to perform the services described above. NOTE: Reporting information required by County must include item description, serial number, fixed asset number (if applicable), Department of Public Works/OS number (if applicable), and sale price.

### **CONTRACT REQUIREMENTS**

**SALES** - All vehicles and miscellaneous surplus items are sold **AS-IS**, with **no warranty or guarantee**. Oswego County will provide vehicle titles to the auctioneer.

**RETURNS/CANCELLATIONS** – All sales are considered final. No returns or cancellations will be permitted.

**RESPONSIBILITY FOR PROPERTY** - Bidders are responsible for items upon bid acceptance. The County will remove any vehicle decals or identifying marks prior to the items being allowed to leave County premises.

**SALES TAX** - Applicable County Sales Tax will be charged on all purchases unless the proper tax-exempt forms are provided with payment. The Auctioneer is responsible for ensuring that New York State sales tax is correctly applied.

**PAYMENT** - Shall be made to Auctioneer who will remunerate the County of Oswego on an agreed upon schedule.

**MUNICIPALITIES** – Surplus inventory may include items submitted from various local municipalities. The County of Oswego is not responsible for auction items from other municipalities. All problems shall be resolved with the auction company.

**RESALE** - The County will not be responsible for any unauthorized resale of material during the auction. Buyers are not authorized to resell items while they remain on County property. Items purchased must be removed from County property prior to any re-sale.

**RESPONSIBILITY TO REMOVE ITEMS** – The County will not be responsible for any equipment after the purchase is accepted. Should items be retained for pickup, the County will release purchased equipment by appointment, with proof of payment and valid identification. Any failure to comply with the terms of the sale will result in forfeiture of any and all funds tendered.

**UNCLAIMED ITEMS** - Title, possession and all rights to any item left unclaimed after thirty (30) days shall revert to the County of Oswego. No further claims may be maintained by any bidder or party thereafter.

**TERM OF CONTRACT** – Initial term of the contract shall be from June 2008 – June 2009, renewable for an additional one-year period for up to four consecutive years, upon mutual agreement of both parties.

### **FORMAT**

All proposals must be in accordance with the format specified below. Please submit one signed original and two copies of your proposal.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Proposal narrative. Please include answers to the following:
  1. Please describe how you will fulfill the scope of work as identified in the RFP Specifications section above.
  2. Identify the project management and staff who would be assigned to provide this service.
  3. Describe your organization's experience with similar projects.
  4. Are there any specific resources (office space, equipment, data, expertise, other) that you will need from us to complete the project? If yes, please describe.
  5. Provide three references of clients for whom you have performed auctions in the last five years.

**VENDOR INFORMATION REQUIREMENTS**

IN ADDITION TO THE INFORMATION SUPPLIED IN THE PROPOSAL, PLEASE COMPLETE THE FOLLOWING VENDOR CONTACT INFORMATION:

PAYMENT TERMS: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

**SEND CONTRACT TO:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**INVOICES WILL BE FROM:**

Address: \_\_\_\_\_  
\_\_\_\_\_

**PERSON TO CONTACT IN  
REFERENCE TO CONTRACT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**RFP #3-08**  
**VENDOR RFP REPLY SHEET**

Proposals are due by Thursday, April 17, 2008, at the Oswego County Purchasing Department, 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

Indicate your fee structure below to include all expenses for services connected with RFP #3-08.

\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for Oswego County RFP 3-08 and offers to provide the service as shown on the attached proposal.

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

The undersigned declares that he has examined the Notice, Information, Specifications and Proposall and will provide auction services for the price set forth.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_  
Date

(     )                    / (     ) \_\_\_\_\_  
Telephone Number    / Fax

**Please attach additional information to this sheet.**

**CERTIFICATE OF INSURANCE**

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

NAME & ADDRESS: \_\_\_\_\_

OF INSURED: \_\_\_\_\_

COVERING: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address of Insurance Agency

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**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 proposald 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

**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 #3-08 – AUCTION SERVICES**

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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Secretary

(Seal of Corporation)

**NON-BIDDERS 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 above address.

- 1. Unable to proposal at this time, but would like to receive future proposal 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 vendor list for:

This Commodity Group     This Item or Material     All RFP's

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(      )

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number