



## COUNTY OF OSWEGO PURCHASING DEPARTMENT

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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

April 26, 2007

### LEGAL NOTICE

Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **3:00 p.m., Monday, May 24, 2010** for:

### **EMERGENCY COMMUNICATIONS EQUIPMENT SHELTERS**

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).

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 sixty (60) days after the actual date of opening thereof.

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

Fred Maxon  
Purchasing Director

**PART 1 - INFORMATION FOR VENDORS**

The County of Oswego is soliciting bids from qualified firms to furnish and install up to fifteen (15) EMERGENCY COMMUNICATIONS EQUIPMENT SHELTERS in support of the E-911 Department's emergency communication system upgrade. The general scope includes the furnishing and installation of emergency communications equipment shelters using a one piece monolithic concrete design.

**DEADLINE, RECEIPT AND OPENING OF BIDS**

Each Vendor shall submit a signed original bid and five (5) copies in a sealed opaque envelope indicating the company's name and bid title: **BID #17-10 – EMERGENCY COMMUNICATIONS EQUIPMENT SHELTERS**. Bids are due on or before 3:00 p.m., Monday, May 24, 2010. Either mail or deliver bids 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 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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 Bids may not be withdrawn within sixty (60) days after the actual date of opening.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.

**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.

**BID BOND REQUIRED**

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 sixty (60) days after the actual date of opening thereof.

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 bid;

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

**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.

**BID QUESTIONS**

Questions will be answered by written addendum only, and will be sent to all potential Vendors. No pleas of ignorance of conditions that exist or of the difficulties of any conditions will be accepted as an excuse for any failure or omission on the part of the Vendor.

**\*\*All questions must be submitted no later than May 14, 4:00 p.m.\*\***

| General questions regarding BID process:   | Schematics/Specifications/Technical Questions  |
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| Fred Maxon<br>Purchasing Director<br>46 East Bridge Street<br>Oswego, NY 13126<br>(315) 349-8307 | Vendors may submit any questions via email to:<br>Mike Allen, E-911 Director<br>39 Churchill Road<br>Oswego NY 13126<br><a href="mailto:mallen@oswegocounty.com">mallen@oswegocounty.com</a> |

**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.

**PREVAILING WAGES RATES      PRC# 2010003363**

New York State Department of Labor Wage Rates and Supplements will be in effect on the installation phase of this project. The minimum wage rates designated by the Industrial Commissioner of the State of New York are applicable. The minimum rates and supplements may be modified during the life of the contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

**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 bid 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.

## **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 bid 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 term of the resulting contract shall for one year from the date of award. The contract may be renewed under the same terms and conditions for an additional one-year period upon written consent of both parties.

The award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the bid, 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 bids 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, martial status, age, sexual orientation or natural origin.

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 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 E- 911 Department. Payment will be processed with approved Vendor invoices addressed to E-911 Department, 39 Churchill Road, Oswego NY 13126. Payment schedule for completed work is as follows:

- 75% of the site total upon placement on the foundation and upon completion of setup and inspection of shelter
- 15% upon completion of electrical connection by others and tests of all equipment supplied
- 10% upon final inspection and acceptance of all work. Oswego County does not pay in advance.

**PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES**

Purchases at prices quoted that result in a contract or purchase order contract with Oswego County may be made by the City’s of Fulton, Oswego, each town and village, each school, fire and solid and water conservation district eligible to purchase from this contract for the term of the contract. In addition, the County allows all municipal entities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

**PRE-BID MEETING**

**A pre-bid meeting will be held on May 6, 2010 at 1:00 p.m., at the County Office Building, 46 East Bridge Street, Oswego, NY, 4<sup>th</sup> floor conference room A/B. It is strongly recommended that all Vendors attend this meeting to familiarize themselves with the scope of the project. A survey of the sites will be held immediately following the pre-bid meeting. Please confirm attendance by calling: (315) 349-8234 no later than May 5.**

**PROJECT SCHEDULE**

Shelters will be ordered as one lot; however, delivery schedules are to be later determined and coordinated with the E-911 project manager.

**WARRANTY**

All equipment and materials furnished and installed under this contract shall be guaranteed against defects in materials and workmanship for a period of at least 2 years from the date of final acceptance by the County. The defective materials and/or equipment shall be repaired or replaced within 5 days written notice from the engineer, at no additional cost to the owner.

Within the warranty period no payment made under the contract shall be construed as an acceptance of defective work or of improper materials, or as condoning any negligence or omission.

- END OF PART 1 -

## **PART 2 – SPECIFICATIONS**

### **SCOPE**

Furnish and install up to fifteen (15) Emergency Communications Equipment Shelters using a one-piece monolithic concrete design. The communications shelter will be fitted with, but not limited to: lighting, forty (40) inch wide door, outside safety light with dual activated sensor, dual HVAC system, waveguide entry port, waveguide ceiling tray, Motorola R-56 (Rev. 9/05) single point grounding, duplex outlets, keyed alike lock sets, Motorola R-56 combination circuit load panel with surge protection and ATS. The successful Vendor will deliver each building to a designated communications site location in the County. Shelters shall be delivered to the sites indicated in Appendix 1.

### **VENDOR RESPONSIBILITIES**

- Shall comply with all applicable regulations and laws.
- Material shall be installed per manufacturer's recommendations.
- Design and pre-fabricated equipment shelters in accordance with the criteria and quantities specified herein and delivery to the Points of Destination to be provided by the County.
- Installation of shelter on concrete foundation will be performed by manufacturer.
- Unloading of shelter at the project site shall be performed and supervised by the manufacturer.
- Provide mat-on grade foundation for load bearing soils of 4000-psi to be installed by others. The design drawings (five each with notes) shall be stamped and signed by a State of New York Professional Engineer.

### **PRODUCT DELIVERY, STORAGE AND HANDLING**

- Product Transport - Each shelter shall be fully assembled at the manufacturer's facility, and transported intact over public highways.
- Product Delivery - All items to be firmly supported during transit, loading and unloading; no dumping from trucks permitted.
- Storage - Building and accessories to be stored on platforms, skids, or other supports resting on drained ground in a manner required to avoid damage. Protect all materials from dirt and rust.
- Handling shall be done in a manner to prevent abrasion of finish coat, and damage to building components and accessories.

### **SHELTER-SPECIFIC REQUIREMENTS**

The communications shelters shall be of concrete construction and of a one piece or monolithic concrete construction with the features specified below. All building components shall utilize fire resistant, non-combustible materials.

- Maximum shelter outside size: 11.5' Wide by 20.0' Long by 10' High
- Minimum shelter inside size: 10.11' Wide by 19.0' Long by 8.2' High
- Minimum roof, wall and floor thickness: Roof 3.5", Wall 3" and Floor 5"
- R-25 Rating on walls, floor and ceiling
- Shelter delivery weight shall not exceed 50,000 lbs at delivery.

- Minimum design loading:
  - Roof live load of 60 PSF, must sustain a single piece of falling ice weighing fifty (50) pounds from a height of 250 ft.
  - Floor load of 200 PSF “dead load”
  - 2 each 4000 pound battery racks concentrated floor load over 6.43 sq ft each
  - Wall wind load of 150 MPH wind exposure “C”
  - Seismic considerations user group III Site Class “D” per NYS building code
- The shelter shall be designed for vandal and bullet resistant conditions. Bullet resistant specifications shall be ANS/VL threat levels 1 through 4. Bullet resistance shall be considered as .308/7.56 NATO rifle and steel bullet fired from a distance of twenty-five (25) feet.
- Vandal resistant attack time shall be not less than two (2) minutes DODAA.
- Provide and install manufacturers’ standard shelter tie down brackets and bolts.
- 18 gauge insulated steel door and 16 gauge frame: 4’0” by 70” minimum level 3 bullet resistant steel door and frame.
- Door shall be fitted with three 4.5” stainless steel hinges using non-removable pins.
- Aluminum threshold shall be fitted to prevent water from entering the shelter.
- There shall be a 2” (minimum) drip cap mounted over door.
- Door shall be fitted with a mortise lockset with deadbolt.
- Lock core shall be a ‘Best’. Lockset cores shall be keyed alike and the key number noted permitting like keying to additional shelters. A stainless steel lock guard shall be provided.
- Door weather-stripping, waveguide boot & cushion, HVAC and all utility entry’s fitting shall be fitted to prevent wind and water to enter into the shelter. Upon delivery, set-up and inspection, only zero (0) light penetration will be permissible as viewed from inside the shelter during day light hours, with electrical lighting off.
- A suitable door closer and holder shall be provided. A removable safety bar / coated chain will also be supplied to act as a stress-relief on the door when opening in high winds.
- Door shall be painted to match shelter color.
- Shelter Exterior -  
The shelter exterior will be painted concrete. Colors will be manufacturer’s standard (normally tan, light brown, sand) and selected at time of order.

- Shelter Interior -  
The shelters' interior finish shall be industry standard and as a minimum, provisioned with white vinyl colored floor tile 12" by 12" and with a thickness of not less 1/8 inch with rubber base molding. The shelters' walls, shall have a 1/8 inch thick fiberglass reinforced plastic surface mounted to 1/2" thick plywood.
- Shelter HVAC -  
The shelter shall have installed dual three (3) ton single phase, wall mounted, air conditioner systems with 5 kW heater, wall mounted with all necessary grills, and accessories. A dehumidification system and humidistat shall also be included. The HVAC system shall be controlled using a controller (Commstat-3, Bard lead lag controller, or equal), commonly referred to as "exerciser." The controller shall also be capable of auto shutdown during a fire / smoke emergency. The controller or other provided contacts shall be capable of providing remotely monitored status alarms. The site HVAC system shall be capable of maintaining interior conditions of 64° to 75° F, and reduce humidity to a level of 30 to 55% relative humidity (RH) per ANSI/TIA/EIA-569-B. A dual thermostat that automatically selects heating or cooling as required shall be provided. The provided HVAC units will be equipped with screening or grating capable of keeping rodents such as field mice from entering the HVAC housing.
- Environmental monitoring -  
Adjustable sensors to monitor shelter interior temperature and relative humidity, capable of sending alarm signals to a remote receiving unit.
- Waveguide Ports -  
The shelter shall be fitted during its construction with one twelve (12) port waveguide five (5) inch entry ports, the port holes shall be fitted with boots and cushions (B&C) for the following transmission cables / waveguide: 4 ea B&C for two (2) 1-1/4" lines, 2 ea B&C for EW-60 waveguide, 2 ea B&C for EW-105 waveguide, 2 ea B&C for three (3) 7/8-in lines, 1 ea B&C for three (3) 1/2-in lines, 1 ea B&C for three (3) 5/8-in lines. Microflect, or equal shall be provided. Rigid foam insulation shall be installed in the void space between waveguide window plates.  
  
Prior to final orders being placed for each shelter, the waveguide port location on the shelter will be provided.
- Provide one first aid safety kit meeting the following requirements:
  - All first aid kits, case, and contents shall meet or exceed the specifications of ANSI Standard Z308.1.
  - All first aid kits shall be mounted in a conspicuous, easily accessible location.
  - The first aid kit case shall be durable, rustproof, and allow for wall mounting.
- Fire extinguishers (2) -
  - 9 kg (20 lb), Class ABC, dry chemical extinguisher (for general fire fighting)
  - 3.2 - 4.5 kg (7 - 10 lb), Class BC, Carbon Dioxide (CO2) extinguisher (for equipment fire fighting) or FE-36™ 4.54 kg (10 lb)

- Smoke/Heat Detectors (2) -  
Fire detection system shall consist of a combination ionization smoke detector and a rate compensated fixed temperature thermal detector. The detector units shall conform to UL 268 standards.
- Electrical System - The shelter shall be provided with the following electrical circuits and appliances:
  - 1.) 200 amp, 240/120 VAC, single phase, NEMA 1 42 position load center with 200 amp automatic transfer switch and main breaker with APEX IMAX 1101-808-MM Surge Protection. The combination panel / ATS shall be a Transtector ISP Load Center 1101-1012 or Raycap CCF24JN4F-2XPR approved equal all meeting Motorola R-56 Standards with programmable 11GB Timer MCP 120TA-10M SPD, 10ka per phase SAD with 50ka per phase MOV back-up. Supply the following breakers, 2 ea 40 amp, 3 ea 30-amp, 8 ea 20 amp and 6 ea 15 amp breakers. (See #9 below)
  - 2.) Building must meet Motorola (Rev. 9/05) R-56 grounding requirements. Interior halo shall be single point halo ground using #2 green insulated stranded copper conductors. Provide ¼inch x 4 inch x 2 feet long (minimum length) copper ground bus bars both inside and outside the shelter directly below the waveguide entry port. The interior and exterior bus bars shall be of the “integrated design,” using #2 bare-tinned copper, exothermically bonded to the bar with coiled twenty (20) foot tail, all per Motorola R56, Chapter 4. All metallic items in shelter shall be grounded. Note: at mid-point of the halo ground ring (~50%) the distance from each end of the inside halo buss bar connection, the halo is to be opened by removing the #2 green-clad copper ground wire a distance of ~5-inches. All grounds bussed from all metallic items including but not limited to; conduit, electrical panels, control boxes, doors, frames and the like, shall be when attached to the “open halo,” swapped or fitted in the direction of the nearest end of the inside bus bar.
  - 5.) The shelter shall be equipped with a minimum of six (6) two (2) tube or approved energy saving lights with safety lens, and switch(s), with timer and auto no movement off, movement on restore. Interior lighting shall produce a minimum of 50 foot-candles measured three feet above the finished floor in the middle of all aisles between cabinets or racks.
  - 6.) Exterior lighting shall consist of one, 100W, NEMA 3, high pressure sodium lighting, controlled by commercial photocell and motion detector. Provide automatic photo-control switch, with a manual override. Locate light over door to shelter. Photocell and motion detector unit to be RAB Pt. # STL200W or approved equal.
  - 7.) Emergency lighting system shall consist of an LED exit sign with integral battery operated emergency power supply, including power failure relay, test switch, ON pilot light, battery, and fully automatic two-rate charger. Battery shall be a sealed rechargeable jell cell battery, requiring no maintenance or replacement for seven (7) years under normal conditions. Unit housing shall be aluminum construction with a satin, scratch resistant, anodized architectural grade finish. Red letters in aluminum stencil face.

- 8.) The shelter shall be equipped with a minimum of seven (7) wall mounted 20 amp duplex outlets. Each quad receptacle shall have a separate circuit fed from the distribution panel. Additionally, one GFI type duplex receptacle with weatherproof cover shall be installed on the outside of the building rear between HVAC units, via a separate breaker.
- 9.) In addition to any circuit breakers required to power equipment shelter components (HVAC, lights, receptacles etc.), the shelter shall be provided with two (2), 2 pole 40 amp circuit breakers, three (3) 2 pole 30 amp circuit breakers, and eight (8) 1 pole 20 amp circuit breakers.
- 10.) The shelter shall be fitted with 6-inch box conduit fitted to the ceiling an equal distances from each wall from the load center to shelter rear a distance of sixteen (16) feet; wire shall be marked and coiled in box conduit. Supply junction boxes and PVC insulated ¾ inch Seal-Tite® as required for three (3) 30 amp breakers, and eight (8) 20 amp breakers for connection via overhead routing for various communications equipment racks and battery rectifier. Provide all wiring, conduit and junction boxes required for all shelter equipment specified herein.
- 11.) The shelter will be provided with forty (40) feet of twenty-four (24) inch wide waveguide ladder, and twenty (20) feet of eighteen (18) inch wide waveguide ladder. One (1) twenty-four (24) inch wide ladder tray shall be affixed to a point its bottom flush with the top of the waveguide port, transitioning to both shelter length runs of twenty-four (24) inch ladder tray. Cable ladder shall be steel, ladder type with zinc dichromate finish. Rungs should be spaced at least 9 inches apart. A minimum of 12 inches above the top of the cable tray and the ceiling shall be maintained. All cable tray sections shall be electrically bonded together by an approved method and connected to the shelter ground system. The cable tray system shall be grounded to the room single point ground position (MGB) only.
- 12.) The shelter shall be provided with a demark board using one (1) ¾ inch four (4) foot by eight (8) foot fire resistant plywood sheet. The board shall be painted “deck gray”.
13. a.) The shelter will be provided with appropriately sized electrical and signal communications entry ports. These ports shall be provisioned as follows; at a location directly behind the Transtector ISP Load Center 1101-1012, or approved equal, on the out side front shelter wall, install a Type 3R wire-through (Hoffman, or approved equal), 8 x 8 x 24 inches. This wire-through shall support two (2) 3-inch electrical conduit and three (3) 1-inch generator heater, signal and data signal conduits.
  - b.) Provide a secondary emergency electrical power access point on the outside wall of the shelter and located to the rear of the load center. A switch rated receptacle, sized for the shelters rated load will be installed with required disconnect. Receptacles and two (2) provided plugs to be Meltric Corporation Series DS rated for 120/240 1-Phase, 200 amps for temperatures between -40° F – 140° F, or approved equal.
  - c.) A single wall port supporting one four (4) inch communications conduit will be installed at the base of the provided demark board and capped and sealed.

- 14.) The communications shelter shall be supplied and have the following sensors installed the following sensors installed., Sensors shall be capable responding with an alarm remote terminal unit (RTU), reporting to a remote site.
- a.) Intrusion detection for the door
  - b.) 2 ea Smoke/heat detector
  - c.) Detector for high – low temperature
  - d.) High relative humidity
  - e.) HVAC unit failure (2 ea)
  - f.) Rectifier alarm
- Provide at delivery removable lift lugs / eyes capable of supporting the fully assembled shelter. A minimum of one lift eye at each corner of the shelter shall be provided to evenly distribute the weight of the shelter during installation. Any bolt-holes or other penetrations shall be appropriately sealed once the lifting lugs are removed on the day of delivery.

Manufacturer - CSI-Shelter Technologies or approved equal. Note: the term approved equal is not intended to limit this bid to one manufacturer. Nothing in this bid including the term monolithic is intended to limit the end product to one vendor, or to prevent any vendor / manufacturer from constructing a communications one piece concrete shelter as herein designed.

Equipment shelter product data and drawings are to be submitted to Owner's representative for review and approval prior to fabrication in accordance with this specification. In addition, Owner's representative shall be granted a factory acceptance inspection, and testing of electrical and mechanical systems prior to shipment of shelter.

## **INSTALLATION**

Fabrication and installation of shelter shall be in accordance with the manufacturer's printed installation instructions, approved shop drawings, and the NYS uniform building and fire code where applicable, unless otherwise shown or specified.

The County will meet the Vendor's transporter at a pre-designated location for escort to each site. The Vendor will oversee and assist the Owner with the off load and placement of each shelter. Crane service will be provided by the County.

The Vendor will ensure prior to shipment that all electrical lights, outlets, HVAC, ATS and main breaker and circuit breakers are in proper operating condition. The Vendor will ensure that all field setup work is completed on the day of delivery. Note: Utility power may not be available at the time of delivery. Field setup shall include but not be limited to removal of lifting lugs, if any, and sealing of any open lug fittings, install shelter anchor plates to foundation, install drip shields, inspect interior for any damage and repair as required, inspect roof, check door closure and seals, install exterior lighting and light on-off sensor, and HVAC unit.

Shelter Acceptance Testing - Shelter supplier shall conduct an on site start-up and facilities system check and testing for all electrical and mechanical systems after installation by the installing contractor. Owner's representative shall witness testing and final acceptance of shelter.

**MANUFACTURER REFERENCES**

Manufacturer and model numbers as stated in this specification are for reference purposes only. Equipment bid shall be on an “OR EQUAL” basis evaluated by the County using the items referenced as a minimum base line for comparison. The vendor must supply with their bid details of any proposed “or equal” system, material or product.

**REFERENCES**

National Fire Protection Association Standards

National Electric Code

International Building Code

New York State Uniform Building and Fire Code

Motorola - Standards and Guidelines for Communications Sites (R56, 9/2005)

American Concrete Institute (ACI) (ACI-318R-83 or most recent)

- END OF PART 2-

**PART 3 - BID FORMAT**

All bids must be in accordance with the format specified below. Please submit one signed original and three (3) copies of your bid in a sealed envelope marked **BID #17-10 – EMERGENCY COMMUNICATIONS EQUIPMENT SHELTER.**

Vendor Reply Cover Sheet (attached)

Vendor Information Sheet (attached)

Non-Collusion Certification (attached)

Resolution for Corporations (attached)

Bid Body. Please include the following:

- A) Describe how you will fulfill the scope of work as identified in this bid. Include a tentative time schedule.
- B) 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.
- C) 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.
- D) Itemized costs.
- E) References / Qualifications - The Vendor must submit with his bid evidence of previous experience in providing service for this project or similar projects, and specifically for like sized and provisioned communications shelters. Provide a minimum of three (3) references for like work completed within the past five (5) years.
- F) Submittals - The Vendor shall provide with the response:
  - 1. Drawing(s) and written description including but not limited to: electrical wiring, grounding, HVAC, ATS, cable tray, lighting and security.
  - 2. Provide Vendor's company on-site/delivery safety regulations.
  - 3. Provide three (3) each complete sets of manufacturer's descriptive specifications for the make and model of any item being supplied.
  - 4. The County's technical project manager will be notified in advance of each phase of the construction process. Construction may commence only after a pre-construction meeting.
  - 5. The company name and principal of each sub-contractor to be used on this project by the prime vendor, if any.
  - 6. Provide a representative set of construction drawings / material list of the proposed structure.

G) Prior to shelter fabrication, the Vendor shall provide:

1. The manual shall contain all product data including but not limited to: Shelter fabrication design calculations and design drawings, catalog sheets, performance charts, wiring diagrams, specifications, and installation instructions for each of the components and accessories specified.
2. Three (3) sets of drawings for each shelter type as designed and constructed, and three (3) CD's for each shelter shall be provided. The drawings shall be sealed by a registered New York State Professional Engineer.
3. Schedule - Provide shelter fabrication time ARO, shipment and a delivery schedule. Note: due to unforeseen circumstances regarding site availability and readiness, delivery schedule shall be coordinated with the E-911 project manager.
3. Contract Closeout Submittals:
  - a. Operation and Maintenance Data - Deliver five copies, covering the installed products, to the Owner's representative.
  - b. Warranty - Minimum of twenty (20) year warranty for building structure. Minimum one (1) year warranty for all OEM material, fixtures and systems. State warranty period for switch/ATS panel, and HVAC system.
  - c. The entire submittal shall be stamped by a Professional Engineer licensed in the State of New York.

- END OF PART 3 -

## **PART 4 - GENERAL PROVISIONS**

In submitting a bid, 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.

### **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. Contractor shall insure that their employees, agents comply with all applicable health and safety the most recent laws, rules and regulations without limitation, including but not limited to New York State Department of Labor Section 220, Occupational Safety and Health Act of 1970 (OSHA), Federal and New York State Departments of Transportation and the Vendor’s company safety regulations shall be followed.

### **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 bid, 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. Sub-contractors will only be permitted for such work as transportation. Construction and out fitting of the shelter shall be performed at the prime contractor's facility. All site work shall be supervised by employees of the prime contractor and the County.

### **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 bids, 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 bids 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. Please be aware of NYS building permit regulations per the Department of State.

**REJECTION OR ACCEPTANCE OF BID**

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the 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 bids, may be cause for rejection. An unbalanced bid 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 bid 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 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**

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.

**BOND**

Upon delivery of the expected contract, the successful Contractor shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted cost proposal (per the unit installation) as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract.

The surety on each bond shall be a duly authorized surety company satisfactory to the County, and shall remain in force for a period of one year following final acceptance of the work by the County. The cost of the bonds is to be paid by the Contractor. An Attorney-In-Fact that signs performance or labor and materials payment bonds shall file a certified copy of his power of attorney to sign such bonds with each bond.

**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 bids and negotiations. Vendors are advised to clearly identify and mark any proprietary information in their bids 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.
  - **Owners/Contractors Protective Insurance**  
(Required for large construction projects.)  
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company in good standing.
  
- 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 Oswego 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.

**VENDOR REPLY COVER SHEET**

Sealed bids are due by **3:00 p.m., Monday, May 24, 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 BIDS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Bid for **BID # 17 10 – EMERGENCY COMMUNICATIONS EQUIPMENT SHELTERS**, and offers to fulfill the activities as shown on the attached bid for the cost listed below.

**COST PER UNIT:** \$ \_\_\_\_\_  
[All cost information shall be FOB: Destination]

**AVERAGE INSTALLATION COST PER UNIT** \$ \_\_\_\_\_  
Off loading and unit placement subject to prevailing wage rates (see page 3)

**TOTAL AVERAGE COST PER UNIT** \$ \_\_\_\_\_  
Use this amount for bonding (see page 19)

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

( ) / ( )  
Telephone Number / Fax

**Please attach additional bid 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 BID, I hereby certify that the information in this bid is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this bid.”

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-COLLUSION CERTIFICATION**

**General Municipal Law § 103-d**

- (a) By submission of this bid, each Vendor and each person signing on behalf of any Vendor 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 Vendor 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 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 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 Vendor cannot make the foregoing certification, the Vendor 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 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 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 bid of this corporation for the following project:

**BID #17-10  
EMERGENCY COMMUNICATIONS EQUIPMENT SHELTERS**

and to include in such bid or bid 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 bids. Failure to submit a bid without explanation may result in removal of your firm from our Vendors’ list. If you are NOT submitting a bid, 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 bid at this time, but would like to receive future BIDs.
- \_\_\_\_\_ 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

**APPENDIX 1**  
**SITE LOCATIONS**

|                            |  |
|----------------------------|--|
| 1. Oswego City             | 11.5' x 20' Communications Equipment Shelter |
| 2. Muck Road               | 11.5' x 20' Communications Equipment Shelter |
| 3. Hastings                | 11.5' x 20' Communications Equipment Shelter |
| 4. Constantia              | 11.5' x 20' Communications Equipment Shelter |
| 5. Redfield                | 11.5' x 20' Communications Equipment Shelter |
| 6. Boylston/Orwell         | 11.5' x 20' Communications Equipment Shelter |
| 7. Bunker Hill             | 11.5' x 20' Communications Equipment Shelter |
| 8. Scriba                  | 11.5' x 20' Communications Equipment Shelter |
| 9. Parish                  | 11.5' x 20' Communications Equipment Shelter |
| 10. Fulton Water Tank site | 11.5' x 20' Communications Equipment Shelter |
| 11. Pulaski/Richland       | 11.5' x 20' Communications Equipment Shelter |
| 12. Little John            | 11.5' x 20' Communications Equipment Shelter |
| 13. V1 (Redfield)          | 11.5' x 20' Communications Equipment Shelter |
| 14. V2 (Redfield)          | 11.5' x 20' Communications Equipment Shelter |
| 15. V3 (Orwell)            | 11.5' x 20' Communications Equipment Shelter |