



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
Fred M. Maxon, Purchasing Director

November 17, 2008

LEGAL NOTICE

Requests for Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY no later than **2:00 p.m. Tuesday, December 8, 2009** for:

TITLE SEARCH SERVICES

Specifications are available in the Purchasing Department at the above address during regular office hours and online at www.oswegocounty.com.

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

Fred M. Maxon
Purchasing Director

INFORMATION FOR VENDORS

In connection with the enforcement of delinquent tax procedures, we are required to provide due process to lien holders of record of a pending foreclosure of property for nonpayment of real property taxes, pursuant to Article Eleven of the NYS Real Property Tax Law. The Oswego County Treasurer is seeking proposals for the preparation of 10-year title searches for parcels of real property that will be in foreclosure actions filed annually, and the preparation of foreclosure notices to the property owners and to creditors found on the title searches. This work consists of two segments – approximately 100 parcels to be completed by the end of February, and approximately 800 parcels to be completed by the end of August.

RECEIPT OF PROPOSALS

Each Vendor shall submit a **signed original proposal and one (1) copy in a sealed opaque envelope indicating the company's name and proposal title: RFP #16-09 - Title Search Services. Proposals are due on or before 2:00 p.m., Tuesday, December 8, 2009.** Either mail or deliver proposals in person to:

Oswego County Purchasing Department
Attn: Fred Maxon, Director
46 East Bridge Street (3rd 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 Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.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 Proposals may not be withdrawn within sixty (60) days after the actual date of opening.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:

- (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.

COMMUNICATIONS

Communications with the County shall be solely through the Oswego County officials listed 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 Department. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

The contact for general communications concerning this RFP is:	The technical contact for this RFP is:
Fred Maxon, Purchasing Director 46 East Bridge Street Oswego, NY 13126 Phone: (315) 349-8234	Christine Wolford, Deputy Treasurer 46 East Bridge Street Oswego, NY 13126 Phone: (315) 349-8399

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 and posted on the County's web site. 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.

SCOPE PARAMETERS

If a Vendor identifies any elements not included in this RFP, which the Vendor considers to be essential to the objectives articulated in this RFP, the Vendor should identify the element(s) in the proposal, along with costs, and explain in detail why the County should consider including the element(s) 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.

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 contract, if awarded, will be awarded to the lowest responsive and responsible bidder or bidders whom, in part or in total, meet all of the terms and conditions of the specifications. The County reserves the right to reject any and all bids, to split the award, or to award in any configuration as the County sees in its best interest. Oswego County reserves the right to permit political subdivisions and eligible fire companies/districts under County Law §408-a and General Municipal Law §103(3), as amended, to participate in the county's bid award. Unless otherwise stated the bid specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the vendor.

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 terms and conditions for contract award imposed herein shall govern in all cases, and conflicting terms or conditions submitted by the bidder may constitute sufficient grounds for rejection of the bid.

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

CANCELLATION

The County reserves the right to cancel the contract at will. If the Vendor fails to perform under the contract, fails to meet specifications, or fails to make satisfactory progress so as to endanger the overall contract performance, the Vendor may be determined to be in breach, and the contract may be terminated by giving written notice to the Vendor of such termination, specifying 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 quoted firm against increase for the duration of the contract. The County shall not be responsible for any additional costs.

TERM

The contract resulting from this RFP shall be one year from the date of award. Contract may be extended for up to four (4) additional one-year periods upon the mutual written consent of both parties. In the event that either party decides not to renew, each shall notify the other party in writing of the decision to terminate the contract at the end of the contract period. Such notice shall be at least sixty (60) days before the expiration date. If the County opts to extend the contract period, all terms and conditions of the contract shall apply.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Treasurers Department. Payment schedule is negotiable. Invoices shall be sent to the Oswego County Treasurers Department, 46 East Bridge Street, Oswego, NY 13126.

PROPOSAL FORMAT

All proposals must be in accordance with the format specified below. Please submit one signed original and one copy 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. Certificate of Insurance (attached)

Proposal body should include the following information:

1. Describe in detail how each step required by the County will be carried out.
2. Specify the timeframe for each step.
3. Specify the price, per parcel, for the preparation of creditor foreclosure notices and the production of all related documents, as set forth above.
4. State whether the Company can make a commitment to offer title insurance, at the usual rates, to purchasers of all properties that the County acquires through foreclosure, for which the Company has prepared a foreclosure search.
5. State what steps the Company would be prepared to take if the Company fails to discover, or to prepare a proper notice for, a creditor or interested party which the Company should have discovered and prepared a notice for.
6. State the name and title of the individuals at the Company who will be involved in this assignment, and what their responsibilities are.
7. Describe the experience of both the Company and the involved individuals at the Company in previous assignments of this nature, focusing particularly on the performance of mass title search work in a short period of time, and the capability to generate a notice to each creditor. Provide sample copies of documents generated in previous assignments.
8. Provide as references the names, addresses, and telephone numbers of other municipalities or organizations for which the Company has within the past five years provided similar mass title search work.
- 9 Itemized cost proposal

The selection of a Company for this assignment will be based on the responses to the points in the proposal, with particular emphasis placed on the Company's experience with similar assignments, and references.

- VI. References. Please provide a listing of all completed projects over the past three (3) years of this same type and the client's names.
- VII. Proposals will be reviewed and rated by representatives from several County Agencies.

SPECIFICATIONS

The County will provide the following initial information:

1. Owner of Record, Deed Book and Page number - based on the most current information on record in the County Treasurer's Office.
2. Town name, Swis Code and SBL #.

County will require the following information in a basic detailed summary by parcel, as follows:

1. Name, Deed Book and Page number of the current owner of record, along with a copy of that Deed; Name, Deed Book and Page number of outsales.
2. Name, Deed Book and Page number of prior owner of record if property transferred since applicable lien date.
3. Property report, including a 30-year mortgage search, 10-year judgment search, 10-year federal and state tax warrant search, lis pendens search, surrogate records search (where applicable), UCC record search, bankruptcy search, inactive hazardous waste disposal site search, and any other party having a legal interest in the property. Last known mailing addresses of creditors must be included.

After the initial transmission of the property lists to the Company, the County will periodically identify to the Company parcels that have been redeemed or withdrawn from foreclosure, for which title searches are no longer needed. If the Company has not yet commenced work for such a parcel, the Company shall remove the parcel from its list, and shall not bill the County for work on such parcel.

Upon the completion of each report, the Company will prepare a notice for every creditor or interested party disclosed by the Company's search.

1. Each notice shall be properly addressed to the creditor or party; a separate letter shall be generated for each property for each party. The text and format of the creditor notice shall be supplied by the County. Contractor shall utilize due diligence to ascertain correct addresses for owners, mortgage holders and creditors.
2. The notices shall not include reference to any property that has been redeemed or withdrawn from foreclosure, so long as the County has notified the Company of the redemption or withdrawal.
3. The creditor reports and notices shall be prepared by the Company and delivered to the County on a bi-weekly basis, completed by a date satisfactory to the County and the Company.

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 sections. Whenever reference is made to the term “Contractor” or “Vendor” this shall include the party with whom the County may enter into an agreement, as well as any subcontractors whom the Vendor has engaged to complete portions of the scope of services. Whenever reference is made to the term “County” this shall include the County of Oswego.

HOLD HARMLESS

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

PROFESSIONAL SERVICES AGREEMENT

The successful Vendor will be required to execute a professional services agreement with Oswego County. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this 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.

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

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

UNCONTEMPLATED PURCHASES

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

VALIDITY OF PROVISIONS

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

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

NON-COLLUSION

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

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 that 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 AND OTHER FEES

Oswego County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and other taxes imposed by the State of New York, its subdivisions and/or the Federal Government. Taxes shall not be included in any bid price submitted to the County. The County will provide proof of its tax-exempt status upon request.

Please note that any pricing submitted to the county should EXCLUDE any fees or surcharges required of vendors by the New York State Office of General Services (whether the price is consistent with a current OGS state contract or otherwise). This bid solicitation is made by the County of Oswego only.

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.

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."

INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

THE CONTRACTOR SHALL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME THE COUNTY OF OSWEGO AS AN ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY THE DIRECTOR OF THE OSWEGO COUNTY PURCHASING DEPARTMENT BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of Insurance shall be mailed to:

Oswego County Purchasing Department
46 East Bridge Street
Oswego, NY 13126

VENDOR REPLY COVER SHEET

Sealed proposals are due by **2:00 p.m., Tuesday, December 8, 2009** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

The fee below includes all expenses for services connected with RFP #16-09.

\$ _____ /PARCEL (US DOLLARS)

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 #16-09 - Title Search Services**, and offers to fulfill the activities as shown on the attached proposal.

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 #16-09 - TITLE SEARCH 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 _____, 2009.

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