



OSWEGO COUNTY PURCHASING DEPARTMENT
County Office Building • 46 East Bridge Street • Oswego, NY 13126
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Fred Maxon
Purchasing Director

Gail VanLinder
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September 28, 2009

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., Friday, October 30, 2009** for:

OSWEGO COUNTY VIDEO SECURITY SYSTEM

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

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

Fred M. Maxon
Purchasing Director

INFORMATION FOR VENDORS

The County of Oswego is soliciting proposals for installation and maintenance of a Video Security (surveillance) System serving Oswego County facilities and controlled from the Oswego County Central Services Department, located at 39 Churchill Road, Oswego, NY.

ANTICIPATED TIME TABLE

Proposal Action	Target Date
Request for Proposal Issued	September 28, 2009
Proposal Due Date	October 30, 2009
Anticipated Award	November 25, 2009
Contract Commencement	December 1, 2009

RECEIPT AND OPENING OF PROPOSALS

Each Vendor shall submit a **signed original proposal and two (2) copies in a sealed opaque envelope indicating the company's name and proposal title: RFP #13-09 - Video Security System. Proposals are due on or before 2:00 p.m., Friday, October 30, 2009.** Either mail or deliver proposals in person to:

Oswego County Purchasing Office
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 Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement. 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 Proposals may not be withdrawn within sixty (60) days after the actual date of opening.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;
- (d) Visit the site(s) to become familiar with local conditions that may affect the proposal;
- (e) Verify the completeness of the materials and the suitability of the devices to meet the intent of these specifications.

The systems should provide reliable, high quality service with modern features for the County computer system users.

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.

General questions regarding RFP process:	Questions regarding specifications, to arrange a site visit, or to request additional documents:
Fred M. Maxon Purchasing Director 46 East Bridge Street Oswego, NY 13126 Phone: 315-349-8307	Richard Hogan Director of Central Services 39 Churchill Road Oswego, NY 13126 Phone: 315-349-3525

PREVAILING WAGE RATES

(PRC# 2009008432) has been assigned to the project.

New York State Department of Labor Wage Rates and Supplements will be in effect on 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.

SPECIFICATIONS DISCREPANCY

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. Written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors.

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.

In certain cases in this proposal, specifications and/or brand names of a certain manufacturer may be quoted. This is not to be construed as limiting the competition, because proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item will be given full consideration.

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 award will be based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, Vendor's ability and facilities to provide the service called for, evaluation of the Vendor's proper understanding of the County's needs, and price. The contract shall be awarded to the responsible Contractor(s) who best meets the RFP's criteria in the opinion of the County.

The Evaluation of all responses received will consist of an initial and final (detailed) review as follows:

The initial review will evaluate all submissions for conformance to stated guidelines, to eliminate all responses that would deviate substantially from the basic intent of the request.

The final review will consist of the following:

- Evaluation of the technical content of the proposal to determine which total configuration will best satisfy successful development and implementation of a video security system for the described facilities.
- The Vendor's level of experience and financial stability.
- Prices quoted for the system.
- The Vendor's performance and service record with similar projects.

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

The Vendor must provide unquestionable evidence of sustained capability to provide the services requested and proposed, such as can be demonstrated in existing or previous operations. The County may award a contract based upon the proposals received, without discussion of such proposals with Vendors. **Each proposal should, therefore, be submitted in the most favorable terms the Vendor can make to the County.** The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written proposal. Submission of a proposal does not automatically qualify a Vendor for a presentation. The County reserves the right to negotiate with all qualified Vendors.

The County reserves the right to reject any and all proposals. 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 award. Unless otherwise stated the specifications, the participation of third-party political subdivisions and/or fire companies/districts shall also be upon the consent of the vendor.

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

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 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.

TERM

The contract resulting from this RFP shall be for a term of one (1) year from the date of award. Associated maintenance contracts shall be for a term of one (1) year from the date of award, renewable upon mutual consent of both parties for a one-year period, for up to four consecutive years. In the event that either party decides not to renew, they 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 of the terms and conditions of the contract shall apply.

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, 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.

WARRANTY

Vendor shall warrant that all equipment performs in accordance with equipment specifications. The warranty shall remain valid for a minimum of twelve (12) months from the date of equipment installation. The warranty shall fully cover workmanship, materials, and labor on repairs. Under this warranty, the Vendor shall remedy at his own expense any such defect.

MAINTENANCE AGREEMENT

Maintenance Program - Maintenance of all equipment installed as a result of this bid shall be performed in two phases. **Phase One:** A one (1) year warranty maintenance program starting upon final acceptance of the entire system. **Phase Two:** An annual renewable maintenance contract to begin at the date and time of the expiration of the initial warranty period.

Support Access - Both warranty and contract maintenance shall be provided on a seven (7) days a week, twenty-four (24) hours a day basis, to include weekends and holidays. In addition, the Vendor shall provide 1-800- number phone access to Vendor's own technical support twenty-four (24)-hours a day basis, to include weekends and holidays.

Critical Maintenance - is defined as any problem that jeopardizes or degrades the overall performance of the system. The Vendor shall provide estimated response times for any Critical Maintenance Requirement in their proposal.

Normal Maintenance Requirements - is defined as those problems that do not affect the overall performance of the system, but still require attention. The Vendor shall provide their response times for Normal Maintenance Requirements in their proposal.

Inventory - Vendor must keep inventory on hand to guarantee replacement of failed device(s) within 4-6 hours of failure notification. This requirement can be part of a service agreement.

METHOD OF PAYMENT

Payment shall be made at the contract price for the services provided and verified by the Oswego County Director of Central Services. Payment schedule is as follows:

25%	Initiation of project
50%	Payable at mid point (as determined by Central Services department)
25%	Upon completion

Invoices shall be sent to the Oswego County Central Services Department, 39 Churchill Road, Oswego, NY 13126.

PROPOSAL FORMAT

All proposals must be in accordance with the format specified below. Please submit one signed original and two (2) copies of your proposal.

- I. Vendor Reply Cover Sheet (attached)
- II. Vendor Information Sheet (attached)
- III. Non-Collusion Certification (attached)
- IV. Resolution for Corporations (attached)
- V. Proposal Body:
 1. Executive Summary of the Proposal. Describe your approach briefly and include a diagram of the system you are proposing to create.
 2. A complete list of all equipment proposed must be provided, specifying manufacturer and individual model numbers. All equipment and component parts furnished shall be new, shall meet the minimum requirements stated herein, and be in operable condition at the time of delivery.
 3. The vendor shall provide a detailed description of any special equipment required.
 4. Describe how you will fulfill the scope of work as identified in this RFP. Include a tentative time schedule.
 5. Identify the staff to be assigned to this project. Define the capacity in which each person would be working, their qualifications, education, training, expertise, and experience.
 6. Describe in detail your organization's experience with similar projects. Include:
 - a. Listing of all current projects of this same type and the clients' names.
 - b. Listing of all proposed projects of this same type and the clients' names.
 - c. Listing of all completed projects over the past three (3) years of this same type, including the clients' names and contact information.
 7. Cost Proposal - The proposals submitted should specify a fixed price. The Oswego County Central Services Department has determined the payment schedule (see above).

Proposals must also show as separate items the cost of:

- a. Proposed Equipment
- b. Recommended Critical Spares
- c. Installation
- d. Training (if necessary)
- e. Yearly Maintenance Contract
- f. All other costs incidental to the successful installation of the specified system

Any additional costs not stated in the proposal shall not be incurred by Oswego County, unless specifically agreed to in writing by Oswego County.

SPECIFICATIONS

The proposal must include all materials, labor, maintenance and warranty costs for a complete and operational closed circuit television system. In addition to a lump sum cost, the proposal must breakout the costs for each location as listed below.

Please include an executive summary of your proposal to assist all parties in making proposal comparisons. **Include a diagram of how the system and all related equipment will interface and operate.**

SITES

1. Scriba DPW, 39 Schaad Drive, Oswego
2. Pulaski DPW, 957 Centerville Road, Pulaski
3. Parish DPW, 24 Dill Pickle Drive, Parish
4. DSS, 100 Spring Street, Mexico
5. Public Safety Center, 39 Churchill Road, Oswego
6. Health Department, 70 Bunner Street, Oswego
7. Pulaski Court House, 2 Bridge Street, Pulaski
8. Legislative Office Building, 46 East Bridge Street, Oswego
9. Fulton Office Building, 200 North 2nd Street, Fulton
10. Buildings and Grounds Department, 111 East 11th Street, Oswego

EQUIPMENT

Only new equipment of the latest design in current production will be considered. In no case will used, reconditioned, or obsolete parts be accepted. Only equipment that meets current industry standards will be considered.

Location	Suggested Equipment
Scriba DPW 39 Schaad Drive, Oswego CCTV system to monitor fueling island, entry, maintenance, cold storage and exterior perimeter.	5 Domed External Cameras, 1 DVR Additional miscellaneous Cable, wire conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio
Pulaski DPW 957 Centerville Road, Pulaski CCTV system to monitor fueling island, entry, maintenance, cold storage and exterior perimeter.	4 External Cameras, 1 DVR Additional miscellaneous Cable, wire conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio
Parish DPW 24 Dill Pickle Drive, Parish CCTV system to monitor fueling island, entry, maintenance, cold storage, and exterior perimeter. 2 DVRs required, one in the main facility, one in the welding shop.	9 External Cameras, 2 DVRs Additional miscellaneous Cable, wire conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio

<p>DSS 100 Spring Street, Mexico CCTV system to monitor perimeter parking, vestibule, front desk, waiting area, and employee entry, 2 DVRs required.</p>	<p>7 Cameras, 2 DVRs Additional miscellaneous Cable, wire conduit Indoor and Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Public Safety Center 39 Churchill Road, Oswego CCTV system to monitor front perimeter parking, generator and back parking area. Add video feed from existing front entry camera and E-911 Center. Replace software package on customer-supplied computer to monitor district wide DVRs. Supply PTZ controller for use at remote sites.</p>	<p>4 Cameras, 1 DVR Additional miscellaneous Cable, wire, conduit Indoor and Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Health Department 70 Bunner Street, Oswego CCTV system to monitor perimeter parking and all entries.</p>	<p>3 Cameras, 1 DVR Additional miscellaneous Cable, wire, conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Pulaski Court House 2 Bridge Street, Pulaski CCTV system to monitor perimeter, entries, and parking are. Note: building is an historic landmark.</p>	<p>4 Cameras, 1 DVR Additional miscellaneous Cable, wire, conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Legislative Office Building 46 East Bridge Street, Oswego CCTV system to monitor County Clerk's office doors, and building entries. Replace existing DVR.</p>	<p>3 Cameras, Replace DVR Additional miscellaneous Cable, wire conduit Indoor and Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Fulton Office Building 200 North 2nd Street, Fulton CCTV system to monitor perimeter parking and main entry.</p>	<p>6 Cameras, 1 DVR Additional miscellaneous Cable, wire conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>
<p>Buildings and Grounds Dept. 111 East 11th Street, Oswego CCTV system to monitor fueling island, parking, outside storage and exterior perimeter.</p>	<p>5 Cameras, 1 DVR Additional miscellaneous Cable, wire conduit Outdoor power supplies Wall and Rack Mounts Monitor with Audio</p>

Camera(s)

Indicate the number and location of the cameras you recommend using for each location. Indicate fixed, dome, or other. Previous security analysis recommended a combination of traditional and high performance dome cameras.

Digital Video Recorder(s)

It is critical that the system include the ability to capture and play back images from the cameras. As part of the proposed system, indicate the DVR equipment you propose to install, with the number and locations of the recorders. These recorders will need to interface through our wide area network. The end users for the security system will need access to the system through a password protected protocol. Note:

- DVRs must have adjustable resolution and frame capture settings.
- Larger hard drives are preferred, as we wish to maintain a minimum of 21 days video saving.
- Minimum setting is 8 pictures per camera per second; preferred is 12 PPS.
- Installation of DVR must account for ventilation.
- DVR installed placement must be out of sight of both clients and employees.
- All DVR access through the network must be password protected.
- Each DVR must include an “offload feature”, such as a DVD burner so that any saved imagery can be saved without requiring a service call. A DVD burner may be made available through our network, if the networked DVD burner is to be employed. Testing of this capability will need to be set up and tested.
- Training must be included in the pricing.
- Images will require an embedded watermark, preventing the video from being tampered with or altered.

Power Supply(s)

Indicate the source of power for each location and the recommended equipment.

Monitor(s)

Each location will need the ability to access the security system through a system monitor, or over a password protected IP protocol.

Miscellaneous Hardware

Indicate all miscellaneous hardware as required. This may be cables, conduit, decoders, keyboards, or mounting racks.

Installation and Training

The equipment purchased by Oswego County hereunder, shall be delivered to its proper location and installed by the Vendor without additional cost or expense to Oswego County and at the convenience and direction of the County. The County shall not be deemed to have accepted any component or piece of equipment until such time as said equipment has been installed and is operating in accordance with the specifications.

The CCTV system and the installation thereof shall be accomplished with the minimum of interruption to the normal business operation of the departments.

All work shall comply with the applicable national, state and local codes and regulations.

The Vendor shall assume full responsibility for supervision of the work, irrespective of the amount of work sublet, and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract.

Due to the nature of this contract the County may, at its discretion, request background checks on the Vendor, its employees and any sub-contractors. The Vendor must make available to the County any such information as requested.

The Vendor shall keep fully informed of all Federal and State laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work. The Vendor at all times shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees.

Upon discovering any provisions in the contract that are contrary to or inconsistent with any law, ordinance, regulation, order or decree, the Vendor shall immediately report it to the County's Director of Central Services in writing.

Labor

Setup and configure communication between the operator workstations, and the DVR(s)
Configure application on select workstations. Test system operation; point by point.

Training

Vendors shall include with their proposal course outlines for any proposed end-user training.

Manuals and Documentation

The proposed system shall include complete printed and bound system and user documentation. In addition, all documentation shall also be provided in electronic format (Adobe Acrobat PDF) on CD.

Maintenance Service

Service Facility

The Vendor shall identify the location of, or establish by the date of equipment delivery, a factory-trained and certified service facility equipped with the instrumentation necessary to provide service on the proposed system.

Service Report

The successful Vendor shall furnish a service report to the County upon completion of each maintenance call and maintain a service record for each piece of equipment serviced. A copy of this record shall be supplied to the Department of Central Services. The report as a minimum shall include the following:

- Date and time notified
- Date and time of arrival
- Type and model number(s) of equipment serviced
- Time spent for repair
- Time the repair was completed
- Service that was completed (continued next page)

Service Report (continued)

- Description of the malfunction
- List of parts replaced
- Action taken to prevent reoccurrence
- Service Technician name
- Price

Response Time

The proposal must include an estimated average response time. **The County prefers, as a minimum, a call-back time within one hour.**

Equipment Warranty

Vendor shall warrant that all equipment performs in accordance with equipment specifications. The warranty shall remain valid for a minimum of twelve (12) months from the date of equipment installation. The warranty shall fully cover workmanship, materials, and labor on repairs. Under this warranty, the Vendor shall remedy at his own expense any such defect.

Vendor shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of seven (7) years after equipment delivery.

Software Support and Technical Assistance

Maintenance Program - Maintenance of all equipment installed as a result of this RFP shall be performed in two phases. **Phase One:** A one-year warranty maintenance program starting upon final acceptance of the entire system; **Phase Two:** An annual renewable maintenance contract to begin at the date and time of the expiration of the initial warranty period.

Support Access - Both warranty and contract maintenance shall be provided on a seven (7) days a week, twenty-four (24) hours a day basis, to include weekends and holidays. In addition, the Vendor shall provide 1-800- number phone access to Vendor's own technical support twenty-four (24)-hours a day basis, to include weekends and holidays.

Critical Maintenance - Critical Maintenance Requirement is defined as any problem that jeopardizes or degrades the overall performance of the system. The Vendor shall provide in their technical proposal their response times for any Critical Maintenance Requirement.

Normal Maintenance - Normal Maintenance Requirements are defined as those problems that do not affect the overall performance of the system, but still require attention. The Vendor shall provide in their technical proposal their response times for Normal Maintenance Requirement.

Inventory - Vendor must keep inventory on hand to guarantee replacement of failed device(s) within 4-6 hours of failure notification. This requirement can be part of a service agreement.

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 mean 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 race, color, creed, national origin, sex, disability, sexual orientation, marital status, familial status, military status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

EMPLOYMENT

Vendor must document that it is an Affirmative Action / Equal Opportunity Employer.

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 eight (8) 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:

- 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

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

LICENSE AND PERMITS

It shall be the responsibility of the Vendor to secure any permits or licenses necessary for the Vendor to hold hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF PROPOSAL

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Vendor, or Vendor's refusal to enter into an agreement with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

TAXES 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 shall mean the written agreement between Owner and Contractor, including all bid or proposal documents specified therein, as provided by Owner. This will comprise the entire agreement between the Owner and the Contractor.

SECURITY

Security in the form of a Bid Bond or Certified Check must accompany each proposal in the amount of five (5) percent of the Total Base Bid.

Simultaneously with delivery of the expected contract, the Contractor shall furnish a surety bond in the amount of at least equal to one hundred (100) percent of the accepted proposal as security for faithful performance of this contract and 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. An Attorney-In-Fact who signs the labor and materials payment bonds shall file with each bond or copy thereof a certified copy of his Power-Of-Attorney to sign such bonds.

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.

Bonds should be in effect from the date of entry into the contract through one year following the expiration date of this contract.

FREEDOM OF INFORMATION LAW

Vendors are advised that Oswego County is subject to the Freedom of Information Law (FOIL). Vendors are advised to clearly identify and mark any proprietary information in their proposals as "Proprietary Information." Requests to make entire proposals proprietary cannot be honored.

VENDOR REPLY COVER SHEET

Sealed proposals are due by **2:00 p.m., Friday, October 30, 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 fees below include all expenses for services connected with RFP #13-09.

Breakout by Location

Location	Equipment	Labor	Total \$
Scriba DPW 39 Schaad Drive, Oswego			
Pulaski DPW 957 Centerville Road, Pulaski			
Parish DPW 24 Dill Pickle Drive, Parish			
DSS 100 Spring Street, Mexico			
Public Safety Center 39 Churchill Road, Oswego			
Health Department 70 Bunner Street, Oswego			
Pulaski Court House 2 Bridge Street, Pulaski			
Legislative Office Building 46 East Bridge Street, Oswego			
Fulton Office Building 200 North 2 nd Street, Fulton			
Buildings and Grounds Dept. 111 East 11 th Street, Oswego			

TOTAL NET COST (US DOLLARS) \$ _____

Maintenance Costs

Basic Hourly rate: \$ _____/hr. Premium time Hourly rate: \$ _____/hr.

Annual maintenance Cost Yrs 2-5: \$ _____

Average Response Time in Hours: _____

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 #13-09 - Oswego County Video Security System**, and offers to fulfill the activities as shown on the attached proposal.

(continued next page)

Further, I have received and considered the following addenda to this RFP:

No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

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

(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 #13-09
OSWEGO COUNTY VIDEO SECURITY SYSTEM**

and to include in such bid or proposal the certificate as to non-collusion 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-BIDDERS RESPONSE

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