



Town of Queensbury

TOWN OF QUEENSBURY

**PURCHASE MICROSOFT OFFICE 2007 PROFESSIONAL PLUS-
LICENSE & SOFTWARE ASSURANCE**

BID DOCUMENTS, SPECIFICATIONS

**NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
BID SPECIFICATIONS
AFFIDAVIT OF NON-COLLUSION
BID PROPOSAL**

January 27, 2010

**DEPARTMENT: IT Department
Ryan Lashway, IT Coordinator
(518) 761-8232**

**PURCHASING AGENT: Joanne Watkins
Town of Queensbury
742 Bay Road
Queensbury, New York 12804
Telephone: (518) 761-8239**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Queensbury IT Department wishes to accept bids for the purchase of 100 Microsoft Office 2007 Professional Plus Licenses and Software Assurance in accordance with the specifications on file with the Town of Queensbury Purchasing Agent at the address listed below.

The sealed proposals (no proposal shall be sent via facsimile) will be received by the Purchasing Agent at the Accounting Office, Town of Queensbury, 742 Bay Road, Queensbury, New York, 12804 until **2:00 PM on Friday, February 12, 2009** and will be publicly opened and read aloud at **2:05 PM**. The Purchasing Agent will then submit the Bids and the recommendation to the Town Board for consideration and approval, if any, at its next regularly scheduled meeting.

The right is reserved to reject any or all Bids or to waive any informalities and any bids and to accept any considered advantageous to the Town of Queensbury.

Warranties, if any, may be considered by the Town Board in making a final determination as to whom to award the bid to.

No proposal may be withdrawn without the consent of the Town Board for a period of 45 days after the time for opening bids has passed.

Specifications for the Microsoft Licenses may be examined and obtained at the Purchasing Agent's Office, 742 Bay Road, Queensbury, New York 12804 during normal business hours any weekday **until Friday, February 12, 2010**. She can be reached at 518-761-8239 or at joanne@queensbury.net.

Bidders may request further information by contacting the IT Coordinator, Ryan Lashway (518) 761-8232.

Proposals must be made upon and in accordance with the form of proposal prepared and obtainable from the Purchasing Agent, which formal proposal will contain accompanying Instructions to Bidders and Specifications. All statements and requirements of the form proposal, this advertisement, the Instruction to Bidders, and Affidavit of Non-Collusion shall be deemed a part of the contract to purchase entered into by the Town with the successful bidder.

BY ORDER OF THE QUEENSBURY TOWN BOARD.

Publication Date: 01/27/2010
Joanne Watkins
Purchasing Agent
Town of Queensbury

INSTRUCTIONS TO BIDDERS

1. Receipt of Bids.

Sealed proposals will be received by the Queensbury Town Board at the Office of the Purchasing Agent, Town Office Building, 742 Bay Road, Queensbury, Warren County, New York, 12804, until 2:00 PM, Friday, February 12, 2010. **All written proposals submitted in response to this notice shall be marked: SEALED PROPOSAL – Microsoft Licenses, on the outside of the envelope** The Bids received will be opened at 2:05 PM, and publicly read aloud in the Supervisor's Conference Room. The Purchasing Agent will submit the bid proposals to the Town Board at its next regularly or specially scheduled Town Board Meeting, for its consideration and approval, if any.

2. Payment Procedures.

The 100 Licenses and the three year assurance will be billed equally on an annual basis. Town of Queensbury shall not be obligated to pay any Bidder until the IT Coordinator, Ryan Lashway, is satisfied.

3. Procurement of Bidding Documents.

Specifications and bidding documents can be examined and obtained at the Purchasing Agent's Office, Town Office Building, 742 Bay Road, Queensbury during normal business hours, commencing immediately.

4. Explanation to Bidders.

Any explanation regarding intent and meaning of bidding specifications or other bidding documents shall be requested in writing to Ryan Lashway, with sufficient allowance of time for receipt and reply before the time of Bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all Bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the Bid openings shall not be binding.

5. Bidders Understanding.

- A. Inspection of Specifications - Bidders shall inform themselves of the specifications.
- B. Documents - Before submitting a proposal, each contractor shall familiarize him/herself with the Bidding documents which include the Notice to Bidders, Instructions to Bidders, Insurance Requirements, Bid Proposal, Affidavit of Non-Collusion and specifications.

- C. The failure or omission of any Bidder to receive or examine the Bidding documents shall in no way relieve any Bidder from any obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he/she has examined the Bidding documents, that the specifications are adequate for bidding purposes, and the required items can be provided under the specifications.
 - D. No claim for extra charges will be allowed because of alleged impossibilities or because of inadequate or improper specifications.
 - E. Bid Requirements.
 - 1. Each Bidder shall submit one (1) properly completed and signed copy of the following: Bid Proposal, Non-Collusive Affidavit.
 - 2. Each bidder shall satisfy to the Queensbury Town Board his/her ability, financial and otherwise, to so provide the items requested, if requested by the Town Board.
 - F. Preparation of Bids.
 - 1. The Bidder shall base the Bid on items complying fully with the Bidding documents and in the event the bid names or includes in the Bid, materials which do not conform, if awarded the contract the bidder shall be responsible for furnishing items which fully conform, at no change in the contract price.
 - 2. Only lump sum, firm bids for the item to be furnished will be accepted.
6. **Submission of Bids.**
- A. Bids shall be submitted as directed in the invitation for bids. All Bids shall be submitted on the form provided and all appropriate spaces shall be fully filled. Proposals shall be submitted in an opaque, sealed envelope marked proposal bearing the title of the work and the name of the Bidder. Bids may not be faxed to the Town Offices.
 - B. A Bidder shall not include any retailer, occupation, or use taxes in his Bid. Exemption certificates for these taxes will be furnished by the Town of Queensbury.
 - C. Bids shall be submitted prior to the time fixed in the invitation for bids. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his bid deposited on time at the place specified.
 - D. Upon written request to the Bidder, Bids may be withdrawn at any time prior to the expiration of the time for submitting Bids. Negligence on the part of the Bidder in preparing his/her Bid shall not constitute a right to withdraw

his/her Bid subsequent to the Bid opening.

- E. No proposal may be withdrawn without the consent of the Town for a period of 45 days after the time for opening Bids has passed.
- F. At the time and place fixed for opening Bids, the contents of all Bids will be made public for the information of all Bidders and other interested parties who may be present in person or by representative.
- G. If two or more Bidders submit identical bids as to price, the decision of the Town Board to award a contract to one of such identical Bidders shall be final. (General Municipal Law §103(1)).

7. Rejection of Bids.

The right is reserved to reject any and all Bids or to waive any informality in any Bid and to accept any considered advantageous to the Town of Queensbury.

8. Warranties.

Bidders shall supply any and all warranties that apply to the purchase and such may be considered by the Town in determining whether to accept any particular Bid, including a Bid which is higher than another Bid in total sum.

9. Collusive Agreements.

Each person submitting a Bid to the Town of Queensbury for the item contemplated by the Bidding documents shall execute an affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid. Failure on the part of the Bidder to observe these conditions shall be cause for rejection of his/her Bid.

10. Statement of Bidder's Qualifications.

The Queensbury Town Board hereby reserves the right to request such qualifications of any Bidder submitting a Bid as it deems appropriate concerning the Bidder's financial resources and his/her organization and resources available for the delivery of the items contemplated. This documentation however, need not be submitted with the Bid unless and until such time as required by the Town of Queensbury.

GUARANTEES BY THE SUCCESSFUL BIDDER

1. The successful Bidder guarantees:
 - A. His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - B. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful Bidders.
 - C. To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.
 - D. That all deliveries will be equal to the accepted Bid.
 - E. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from date of delivery. If during this period such faults develop, the successful Bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such replacement immediately upon receiving notice from the Town.

BID SPECIFICATIONS

**100 Microsoft Office 2007 Professional Plus –License & software assurance
Vendor must be able to provide the following:**

Besides MS site, we need a second source to have 24/7 access to licensing information, download of products, and trouble shooting.

MS dedicated representative that is MCP-SAM certified

All software available via download

AFFIDAVIT OF NON-COLLUSION

_____, being first duly sworn on oath deposes and states:

1. That in connection with this procurement,

(A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(B) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and

(C) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned further states:

(A) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above; or

(B) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and

(2) He has not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above.

3. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations:

(Corporate Seal)

(Name) Indicate if corporation,
partnership or sole proprietor

Attest:

(Office held in Bidder Organization)

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

BID PROPOSAL

To: TOWN OF QUEENSBURY:

1. The undersigned hereby declares that he/she is the only person interested in this Bid; that it is made without any connection with any person making another Bid for the same contract; that the Bid is in all respects fair and without collusion or fraud; and that no official of the Town, or any person in the employ of the state, is directly or indirectly interested in the Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

2. The undersigned also declares that he/she has carefully examined the annexed form of Bid documents and specifications and will provide the following item at the prices indicated, immediately upon request, to be fully paid within 30 days of receipt by the Town.

3. Purchase of 100 Microsoft Office 2007 Professional Plus licenses and assurance.
PRICE: \$ _____

4. **CONTRACT - AGREEMENT:** By execution of this Bid Proposal, Bidder agrees to execute a further agreement if requested by the Town of Queensbury and agrees, in any event, that all understandings, conditions, provisions and specifications referred to in and a part of this Bid Proposal, the Notice to Bidders, the Instructions to Bidders, the Specifications and the Affidavit of No Collusion, shall constitute the terms and conditions of an agreement and actually be an agreement, if no other agreement is entered into, between the Bidder and the Town of Queensbury.

x _____
DATE

x _____
***SIGNATURE OF AUTHORIZED COMPANY**
OFFICIAL - PRINT NAME NEXT TO SIGNATURE

x _____
COMPANY NAME

