

BID REF. NO.: 14.05

**COUNTY OF MADISON  
DIVISION OF PURCHASE  
MADISON COUNTY OFFICE BUILDING  
WAMPSVILLE, NY 13163**

COPY OF LEGAL ADVERTISEMENT

Pursuant to Section 103 of the General Municipal Law, sealed proposals for

**One (1) 2008 or NEWER STEEL TRACK EXCAVATOR**

will be received at the Office of the Purchasing Agent, Madison County Office Building #4, 138 North Court Street, Wampsville, New York 13163 until **10:00 a.m.** (Local Time) on **Thursday, February 6, 2014.**

Specifications submitted on call or at [www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov). Right reserved to reject any or all bids.

A bid security in the form of a bid bond, certified check, bank cashier/teller/treasurer's check, payable to the County of Madison, or cash in the amount of Five Hundred Dollars (\$500.00), must accompany each proposal as a guarantee that if the proposal is accepted a contract will be entered into.

No performance bond is required. The contractor's bid security will be held in lieu of a performance bond.

**REQUIRED FOR DEPARTMENT:** Madison County Highway Department

**DELIVERY TO:** As Specified

**DATED:** January 23, 2014

Cindy Urtz  
Purchasing Agent

**INVITATION**

**SEALED PROPOSALS, SUBJECT TO THE CONDITIONS AS  
SHOWN HEREIN, REQUESTED ON THE FOLLOWING ITEM  
FOR THE DEPARTMENT AS MENTIONED, WITH THE  
DELIVERY TO DESTINATION SHOWN. PROPOSAL SHALL  
INCLUDE ALL CHARGES.**

**THESE SHEETS SHOULD REMAIN INTACT**

**---- DO NOT DETACH ----**

COUNTY OF MADISON  
**GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS**

1. Original Bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, Wampsville, NY 13163 at **10:00 a.m. on Thursday, February 6, 2014.**
2. Specifications and Form of Bid may be obtained from the Undersigned at the above address or at [www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov).
3. Any deviations from the foregoing Specifications must be itemized in detail to receive consideration. Any Bid containing deviations that are not noted and explained fully will not be considered a complete Bid. Madison County reserves the right to decide whether deviations from Madison County Specifications are equal.
4. The Contract for the purchase of the above Item(s) will be awarded by the Purchasing Agent to the lowest responsible Bidder. In cases where two (2) or more responsible Bidders submit identical Bids as to price, the Purchasing Agent may award the Contract to any of such Bidders. **The Purchasing Agent may reject all Bids and re-advertise for new Bids.**
5. Guarantee supplied with Bid shall be the manufacturer's standard guarantee. Said guarantee shall not begin to take effect until the day of delivery.
6. Bidder must state location and availability of products, including available hours.

7. **PROPOSALS:**

No bid will be accepted from or Contract awarded to any person who is in arrears to the County of Madison upon debt or Contract or who is in default as surety or otherwise, upon any obligation to said County of Madison.

All proposals shall be made on the forms herein provided and in the manner stated. No additional or qualifying clauses shall be written in.

The successful Bidder shall agree, upon award of the Contract not to assign or sublet his Contract or any interest therein without first obtaining the written consent of the County Purchasing Agent.

8. In case of default by the Bidder or Contractor, the County of Madison may procure the articles or services from other sources without notice and hold the Bidder or Contractor thereby responsible for any excess cost occasioned.

9. **PAYMENTS:**

The County of Madison will pay the Bidder or Contractor the amount of his bid upon the faithful performance of the contract and upon the approval of the bills by the Board of Supervisors of the County of Madison. Partial payments for delivered items or quantities of a Bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein by the County when the materials, supplies, equipment or service or service have been fully delivered or completed to the full satisfaction of the head of the County Department for which same is being furnished.

10. The Bidder, if awarded an Order or Contract, agrees to protect, defend, and save harmless the County against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or from a part of the work covered by either order or Contract: and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the Contractor, his servants, or agents.
11. The General Code of the State of New York, and all Local Laws, insofar as they apply to the laws of the Competitive Bidding, Contracts, and Purchases, are made a part thereof.
12. Purchases by the County of Madison are not subject to any Federal, State or City Sales Tax. Exemption Certificates will be executed upon request when necessary form is furnished.
13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.
14. Cash or early payment discounts will not be considered in determining low Bidder.
15. Proposals must be submitted on the **ATTACHED ORIGINAL PROPOSAL FORMS** in a sealed envelope. The envelope shall be endorsed on Face with the name of the firm making the Proposal, the date of its presentation and the title for which the Proposal is made. Proposals at the option of the Bidder, may be mailed to the above address, but must be received by the time and date stipulated.
16. **BIDDERS PLEASE NOTE:** The words "Or Equal" shall be considered added to each specification.
17. The Board reserves the right to require any Bidder to submit a sample either before or after the awarding of the Bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard, and is not intended to restrict competitive bidding. Any other make may be offered if the product is equivalent to that mentioned as the standard. The Board shall be sole judge as to acceptable equivalency. Samples shall be submitted free of charge upon request and be identified with the Bidder's name and address.
18. Submission of a Proposal will be construed as indication that the Bidder is fully informed as to the materials satisfactory to the full extent indicated on the PROPOSAL FORMS. Bidder's proposal shall include the furnishing of materials, as required, as well as delivery and other transit charges, including individual items placed on back order.
19. The Purchasing Agent reserves the right to award Bids on the basis of individual items or on total sums of pages or groups, whichever will be for the benefit of the Board. Also, the Purchasing Agent reserves the right to increase or decrease the quantity of any item at the same unit price indicated by a Proposal at the time the award is made.

#### **CORPORATE COMPLIANCE**

20. The County will conduct appropriate screening on all bids received to ensure and verify that the business/entity has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs. No bid will be accepted by the County from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

21. The following five items will automatically render a Bid unacceptable to Madison County:
  - a. Failure to sign Bid Proposal Page
  - b. Failure to sign Non-Collusive Bidding Certificate
  - c. Failure to include necessary Bid Deposits
  - d. Failure to sign and notarize Certification of Compliance With The Iran Divestment Act
  - e. Failure to submit **ORIGINAL PROPOSAL FORMS**

It shall be fully understood that any deviations from the inclusion of the above Items will be grounds to see the Bid as non-compliant and will not be considered for Award.

22. Purchases under prices quoted in this Bid may be made by any political subdivision in Madison County, subdivision dealing directly with the successful Bidder.
23. IT Purchases through Federal Schedule 70 – Pursuant to GML 103 (1-b) local governments can bypass the Usual bidding process for IT equipment. They are authorized to purchase information technology and tele-Communications hardware, software and professional services through cooperative purchasing permissible pursuant to federal general services administration information technology schedule seventy.
24. Piggybacking on Other Government Contracts – Pursuant to GML 103 (16), local governments are allowed to “make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities.”
25. Purchases Through Other Federal Government Schedules – Pursuant to GML 104 (2) local governments can bypass the usual bidding process making purchases through other federal schedules as provided by the US General Services Administration.
26. **MATERIAL SAFETY DATA SHEETS:** The successful Bidder shall be responsible for the provision of the MSDS's to the County prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful Bidder is bringing to the County's work place. The MSDS's will be maintained by the County as long as those materials are present. It is the responsibility of the successful Bidder to train its own employees.
27. Guaranteed delivery on all items bid must be within thirty (30) working days of orders placed with successful Bidder. If the Vendor fails to deliver all or part of the items ordered within the thirty (30) working day period, the Vendor shall reimburse the County an amount equal to the difference between the Bid Price and whatever cost the County incurs in acquiring the undelivered items from another source.
28. **QUANTITIES:** The annual quantities listed in the Proposal are estimated only, based on requirements filed with the Purchasing Department. The Contract, however, shall be for the quantities actually ordered during the Contract period. Items will be ordered on an "As Needed Basis".
29. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.

30. **INSURANCE**

When contracted work is required, at least two business days before execution of the Contract, the Contractor shall furnish necessary certification of any required insurance.

31. Contact Person: Mr. F. Joseph Wisinski, Madison County Highway Superintendent, (315) 366-2221.

**Madison County Highway Department  
Technical Specifications  
One (1) 2008 or Newer Steel Track Excavator**

**Engine:**

- Rated SAE Engine Power shall be no less than 159 net hp (118 kW)
- Engine must be certified to Tier 3 compliance
- Engine shall have six cylinders and a displacement of no less than 414 cu in (6.8 L)
- Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise
- Engine must come standard with oil sampling valve
- Engine oil interval shall have a scheduled 500 hour interval for reduced operating costs
- Off-level capacity shall be no less than 45 degrees
- The engine oil and fuel filters will be remotely mounted for ease of access
- The engine accessory drive belt will have an automatic tension device to reduce maintenance costs

**Cooling:**

- The cooling system shall be cool-on demand, using a hydraulically driven fan that operates at variable speed to reduce fuel consumption and noise.
- The coolers shall have no more than 11 fin per inch rating to resist plugging and for easier clean-out
- The fan will have an optional reverser that will reverse direction and blow out the screens every hour. The feature can also be actuated by the operator at any time or it can be shut off.

**Power Train:**

- The excavator will have two speed propel with auto-shift for smooth and fast operation
- The propel motor will be protected with a shield or guard
- There will be three power modes and one work mode to simplify a variety of applications
- Drawbar pull shall be at least 45,620 lb (20 711kg)

**Brakes:**

- The propel brake will be spring applied, hydraulically released
- The swing brake will be spring applied, hydraulically released

**Hydraulic System:**

- The excavator will come equipped with a reduced-drift valve for boom down, arm in for full control
- An auxiliary hydraulic valve section will be provided
- Hydraulic sight gage shall be provided for quick daily checks to reduce operating costs.
- The auxiliary hydraulic flow will be adjustable through the monitor
- The excavator will be capable of boosting power to increase digging forces on the fly when needed
- The hydraulic system will have an oil-sampling valve will be provided as standard equipment
- Hydraulic oil filter shall be rated no more than 10 micron full -flow return filter with by-pass and will be vertically mounted to eliminate spills
- Hydraulic return filter shall be positioned inside the hydraulic tank to protect from contamination when the hydraulic oil is changed.
- Swing speed shall be capable of 13.3 rpm for maximum productivity

**Hydraulic System continued:**

- Swing torque shall be no less than 50,662 lb-ft (68 900 Nm)
- Maximum system operating pressure for implement circuit shall be no more than 4,980 psi (34 336 kPa) to minimize fatigue of the hydraulic components
- Maximum system operating pressure for travel circuits shall be no more than 4,980 psi (34 336 kPa)
- Maximum system operating pressure for swing circuits shall be no more than 4,980 psi (34 336 kPa)
- The right joystick controller shall be pre-wired from the factory for auxiliary hydraulics
- The boom and arm shall be equipped with standard welded bosses or attachment lugs for auxiliary high flow lines
- Biodegradable oil shall be an option in the hydraulic system
- Hydraulic oil change interval shall be 5,000 hours for reduced operating costs and increased productivity
- The excavator hydraulic tank will be cylindrical in shape to promote oil mix on return and minimize potential for leaks.

**Electrical:**

- The electrical system shall be 24 volt with 80 amp alternator
- The circuits shall be blade type multi-fused
- The battery shall have a positive battery cover
- Two 12 volt batteries shall be provided with 180 minute reserve capacity and 1000 CCA
- Two halogen (or equivalent) work lights shall be provided; one mounted on the boom, one mounted on the frame.
- Fuses shall be identified and color coded for correct amperage for fast replacement

**Operator Station:**

- The operator station shall be mounted on four silicone-filled cab mounts or equivalent to reduce noise, vibration and operator fatigue
- The cab shall have an open able roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort
- The operator will be provided with a conveniently located tool to break the window in case of an emergency
- The cab fresh air filter must be accessible from the ground and outside of the cab and not require any tools for removal.
- Cab shall have a 12 volt, 60 watt, 5 amp cell phone power outlet
- Seat shall be deluxe, adjustable, with suspension, headrest and adjustable lumbar support and 4-in (100 mm) adjustable armrests
- The control positions and the seat can be adjusted independently of each other for greater operator comfort
- The cab shall have auto-climate control, A/C, 20,000 btu/hr (5.9 kW) with heater and pressurizer
- The monitor display will be color for easy reading and capable of multiple language display
- System shall retain and display active fault codes and incidents related to machine operating outside of the specified parameter
- The horn and travel alarm shall be operable while the machine is moving forward or in reverse
- The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals up to 500 hours.
- Cab shall have a large beverage holder, and a hot/cold beverage box, installed at factory
- Engine air cleaner restriction light shall be standard on the monitor
- The cab shall have auto climate control to maintain a comfortable, programmable temperature for AC and heat

**Operator Station continued:**

- The windshield washer/wiper will have constant and intermittent speed
- The right window of the cab must be glass
- The machine performance and utilization data will be captured and stored by a data-acquisition system with software that can produce graphs showing machine utilization and performance history.

**Undercarriage:**

- The undercarriage will have two upper carrier rollers per side
- The excavator will have front and center track guides and eight lower rollers per side
- The chain shall be sealed and lubricated and the track adjustment shall be hydraulic

**Upperstructure:**

- The bucket-to-arm joint shall be coated with an extremely wear resistant surface like Tungsten-Carbide thermal coating.
- The machine shall have oil-impregnated bushings to enhance durability and extend grease intervals to 500 hours on the arm-and-boom joint and 100 hours on the bucket joint.
- The boom shall be reinforced with three welded bulkhead plates to deliver maximum strength and durability
- The outer mainframe of the house shall be constructed with a reinforced D-channel for durability
- The cab door, fuel cap and service doors and tool box shall be lockable.
- Right and left hand mirrors shall be standard
- The batteries must be located in separate area other than a designated storage area or toolbox.
- The machine will have dirt seals on all bucket pins
- For durability the excavator will have reinforced resin thrust plates
- The bucket shall be 42" wide with 5 teeth
- A mechanical stiff arm thumb with three tines shall be provided

**Overall Machine Specs:**

- Standard minimum operating weight shall be no less than 49,940 lbs (22 673 kg)
- Overall height to top of cab shall be no more than 9 ft 8 in (2.95 m)
- Counterweight clearance shall be 3 ft 5 in (1031 mm)
- Vandal locks shall be provided for the cab door, service doors and fuel cap.

**Operating Specifications:**

- The arm force with 42 in (1065 mm) 1.19 cu yd ((0.91 m<sup>3</sup>) heavy duty bucket and 9 ft 7 in (2.91 m) arm shall be no less than 22,924 lb (102 kN)
- The digging force with 42 in (1065 mm) 1.19 cu yd ((0.91 m<sup>3</sup>) heavy duty bucket and 9 ft 7 in (2.91 m) arm shall be no less than 29,099 lb (129.4 kN)
- Lifting capacity over front @ ground level 20 ft (6.1 m) reach with 9 ft 7 in (2.91 m) arm, 1.19 yd<sup>3</sup> (.91 m<sup>3</sup>) bucket and 32 in (800 mm) triple semi-grouser shoes shall be no less than 14,248 lb (6469 kg)
- Maximum digging depth with 9 ft 7 in (2.91 m) arm, 42 in (1065 mm) 1.19 cu yd<sup>3</sup> (.91 m<sup>3</sup>) shall be not less than 21 ft 11 in (6.68 m)

**Manuals:**

- 1 Parts
- 1 Repair and Maintenance
- 1 Operators

**Warranty:**

- Standard warranty must be explained fully, in writing. If available, extended warranty information should be included for consideration by Madison County.

**Delivery:**

Delivery must be within 90 days from bid award date at the Madison County Highway Department, 139 North Court Street, Wampsville, NY 13163. The unit must be complete, as specified, with necessary pre-delivery service performed and ready to work.

**Exceptions and Deviations:**

- Bidder shall fully describe every variance, exception and/or deviation (attached sheet if needed).

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**BID PRICING PAGE**  
**MADISON COUNTY HIGHWAY DEPARTMENT**  
**ONE (1) 2008 or Newer Steel Track Excavator**

**Excavator**  
**F.O.B., Wampsville, NY**

**Unit Price \$** \_\_\_\_\_

BIDDERS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATION**  
**(SEE GENERAL MUNICIPAL LAW - SECTION 103-D)**

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF THE BIDDER,  
CERTIFY UNDER PENALTY OF PERJURY TO THE BEST OF KNOWLEDGE AND BELIEF:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by Law, the prices which have been quoted in the 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
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MADISON COUNTY  
DIVISION OF PURCHASE  
COUNTY OFFICE BUILDING  
WAMPSVILLE, NEW YORK 13163**

**NON-BIDDER'S RESPONSE**

For the purpose of maintaining accurate bidder's lists and facilitating your response to our bid proposals, Madison County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for this reason:

- Items or materials are not manufactured by us or not available to our company
- Our items or materials do not meet these specifications
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small
- Insufficient time allowed for preparation of bid
- Incorrect address used. Our correct mailing address is:

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

Other reasons: \_\_\_\_\_  
\_\_\_\_\_

**PLEASE RESPOND:**

We are unable to bid at this time but would like to continue to receive Bid proposals.

We are unable to bid and wish to be removed from the interested Bidder's List.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BID NAME:** \_\_\_\_\_ **REF. NO:** \_\_\_\_\_