

**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

2014 Bituminous Concrete

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, March 6, 2014.**

Specifications available at 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: February 20, 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
INSTRUCTIONS TO BIDDERS

1. Original bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, 138 N. Court Street, Wampsville, New York 13163 at **10:00 a.m. on Thursday, March 6, 2014.**
2. A copy of the Specifications and Form of Bid is available at: 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 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. **PROPOSAL:**

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 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 form 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 satisfactorily to the full extent indicated on the PROPOSAL FORMS. His 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 and 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 Deposit.
 - 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. **Best Value Authority**
- Pursuant to Local Law No. 5 of the year 2013, the Purchasing Agent may award purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8, on the basis of best value, as defined in State Finance 163, to a responsive and responsible bidder or offeror.
32. Contact Person: F. Joseph Wisinski, Madison County Highway Superintendent , (315) 366-2221.

Madison County Highway Department
2014 SPECIFICATIONS FOR BITUMINOUS CONCRETE

The New York State Department of Transportation Standard Specifications dated May 1, 2008, including all addenda are referred to and become a part of this specification, with the following additions or conditions:

Price to be F.O.B. from plant, loaded on County trucks as required.

The producer shall provide proof of acceptance by NYS Department of Transportation or arrange with the Department to inspect the preparation of mixture.

The initial approval of a mixture or the initial acceptance of material shall in no way preclude further examination and testing if unsatisfactory results are achieved. The acceptance at any time shall not bar its future rejection.

The bidder warrants that prices quoted are the lowest offered to any governmental or commercial consumer within the area served by the plant that is furnishing the product to Madison County. Should the contractor offer any other consumer within this area a lower price during the contract period, such lower prices shall apply on all unshipped orders from the date of such offering for the balance of the contract period, or until a further price reduction is made. It shall be the responsibility of the contractor to notify the Madison County Purchasing Agent of any such lower price offerings, and said Agent shall be the sole arbiter as to the applicability of the above stipulation and Agent's decision shall be final.

Material will be purchased where the combination of the bid price and mileage to the job site is most favorable in cost to the County. Availability will also be considered in this purchase.

Prices should be furnished for the following types:

403.118902	Type 1	Base Course
403.128902	Type 2	Base Course
403.138902	Type 3	Binder Course
403.158902	Type 5	Shim Course
403.178902	Type 6	Top Course
403.178302	Type 6FRA	Top Course
403.198902	Type 7	Top Course
402.098901	Superpave 9.5mm	Fine Surface Mix
402.128901	Superpave 12.5mm	Course Surface Mix
402.258901	Superpave 25.0mm	Binder Mix

*403.13 ASPHALT 2A BINDER MODIFIED
General Limits

<u>Screen Size</u>	<u>% Passing</u>	<u>Job Mix Total</u>
1"	100	+/- 0
1/2"	80-95	+/- 6
1/4"	60-74	+/- 7
1/8"	47-63	+/- 7
#20	25-39	+/- 7
#40	17-30	+/- 7
#80	10-19	+/- 4
#200	3-6	+/- 2

Percent of Asphalt Cement 5.0 – 7.5
Job Mix Percent +/- .4

ASPHALT PRICE ADJUSTMENT – Asphalt Price Adjustments allowed will be based on the Posted Monthly average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent in English ton. The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of preapproved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

The January 2014 is \$569.00 per English ton.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the New York State Department of Transportation preapproved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", during the contract period starting with March 21, 2014. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., May 1, 2013) following the adjustment date.

The unit prices per English ton of hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment (Per Square Yard)	=	New Monthly Average FOB Terminal Price	-	Base Average FOB Terminal Price	x	Total % Asphalt (per English Ton) Plus Fuel Allowance
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New Monthly Average F.O.B. Terminal Price – The average F.O.B. terminal price for unmodified PG 64-22 binder without anti-stripping agent as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

Base Average F.O.B. Terminal Price – The average F.O.B. terminal price of unmodified PG-64-22 binder without anti-stripping agent as determined by the New York State Department of Transportation as of **January 2014 is \$569.00.**

Total % Asphalt Plus Fuel:

<u>ITEM</u>	<u>% ASPHALT</u>	<u>FUEL ALLOWANCE</u>	<u>TOTAL % ASPHALT + FUEL ALLOWANCE</u>
403.118902	5.00	1	6.00%
403.128902	3.50	1	4.50%
403.138902	5.50	1	6.50%
403.158902	8.25	1	9.25%
403.178902	6.20	1	7.20%
403.178302	6.20	1	7.20%
403.198902	6.85	1	7.85%
402.098901	6.20	1	7.20%
402.128901	5.50	1	6.50%
402.258901	4.50	1	5.50%

EXAMPLE: Item 403.14
Base Average Price = \$457.22
New Average Price = \$460.00
Total % Asphalt Plus Fuel = 4.5%

$$\$460.00 - \$457.22 \times 0.45 = \$0.125/\text{ton}$$

- Positive Price Adjustment number shall be added to original per ton bid price.
- Negative Price Adjustment number shall be subtracted from original per ton bid price.

Asphalt Price Adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.

Asphalt Price Adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be Asphalt Price Adjustments unless the change amounts to more than \$.10 per ton from the original price.

All Asphalt Price Adjustments will be computed to three decimal places.

Regardless of price revisions allowed, at no time shall prices charged the County be higher than those offered commercial or governmental for similar or lower quantities.

Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County or in prices which are not truly reflective of market conditions or which are deemed by the County Superintendent to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the County Superintendent reserves the right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

Any introduction or withdrawal of a temporary voluntary allowance terminal operator's allowance or other discount offered to the trade in general from the posted price of asphalt cement at any of the above terminals will be considered for purposed of price adjustment, as a change in the F.O.B. terminal price.

Towns and Villages in Madison County may use the bid prices, dealing directly with the successful bidder.

The County will give a minimum of three (3) days notice as to when material shall be furnished for a project. Bidder will furnish a minimum of 80 tons per hour daily for the length of the project.

The County and bidder shall mutually agree on quantities to be furnished for maintenance projects where the 80-ton per hour minimum will not be necessary.

The bidder plant or County paving equipment breakdowns shall be taken into consideration when minimum tonnage cannot be met.

The County reserves the right to move to the next lowest bidder if the low bidder cannot supply the minimum amount of asphalt per hour.

Non-Collusive Bidding Certification must be submitted as per General Municipal Law 103-d.

Length of Bid: March 21, 2014 through March 20, 2015

Note: Price Adjustment based on January 2014 average \$569.00 per English Ton.

Envelope to be marked "Bituminous Concrete".

BID PRICING PAGE

**Madison County Highway Department
2014 BITUMINOUS CONCRETE REQUIREMENTS F.O.B. PLANT**

1.	403.118902	Type 1	Base Course	\$ _____	Per Ton
2.	403.128902	Type 2	Base Course	\$ _____	Per Ton
3.	403.138902	Type 3	Binder Course	\$ _____	Per Ton
4.	403.158902	Type 5	Shim Course	\$ _____	Per Ton
5.	403.178902	Type 6	Top Course	\$ _____	Per Ton
6.	403.178302	Type 6FRA	Top Course	\$ _____	Per Ton
7.	403.198902	Type 7	Top Course	\$ _____	Per Ton
8.	402.098901	Superpave 9.5mm with PG 64-22	Fine Surface Mix	\$ _____	Per Ton
9.	402.128901	Superpave 12.5mm with PG 64-22	Course Surface Mix	\$ _____	Per Ton
10.	402.258901	Superpave 25.0mm with PG 64-22	Binder Mix	\$ _____	Per Ton

Bidders Name: _____

Authorized Signature: _____

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

PROPOSAL OR BID

In compliance with the foregoing Invitation for Bids, and subject to all the conditions thereof the Undersigned offers and agrees, if this Bid be accepted within a reasonable time from date of opening Bids, to enter into a Contract in accordance with the price and/or prices stated herein.

The awarding of this Bid by the Madison County Purchasing Agent to the successful Bidder, shall constitute a Bidding Contract between the parties, the successful Bidder agreeing to comply with all the Provisions of the Bidder's Specifications, the Legal Advertisement, General Conditions, Instructions to Bidders and Specifications applying, from part of this Proposal.

PRICING

REFER TO PRICING PAGE

Signature with the Title of person authorized to sign and the names of any other parties interested in this Proposal. (See instructions to Bidders).

SIGN HERE: _____

NAME OF COMPANY: _____

BY: _____

TITLE: _____

CAUTION – HAVE YOU PROPERLY SIGNED YOUR BID?

If certified check or cash is required, have you enclosed same herewith?

DATE: _____

ADDRESS: _____

TELEPHONE: _____

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 PANALTY 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: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

NON-BIDDER'S RESPONSE

For the purpose of maintaining an accurate bidder's list 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 Bidders List.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

BID NAME: _____ **REF. NO.:** _____