

Bid Ref No: 14.10
Date: 3/13/14

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

COPY OF LEGAL ADVERTISEMENT

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

ONE ROLL OFF TRUCK HOIST AND ONE AUTOMATIC ROLLOFF TARDER SYSTEM

will be received at the Office of the Purchasing Director, Madison County Office Building, Wampsville, New York 13153 until **10:00 A.M. (local time) on THURSDAY, March 27, 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: SOLID WASTE & SANITATION

DELIVERY TO: MADISON COUNTY LANDFILL, BUYEA RD., TOWN OF LINCOLN

CANASTOTA, NEW YORK 13032

DATE: March 13, 2014

**Cindy Urtz
Purchasing Agent**

INVITATION

**SEALED PROPOSALS, SUBJECT TO THE CONDITION 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, Wampsville, New York 13163 at **10:00 a.m. on Thursday, March 27, 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. **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.

24. 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.

25. **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".

26. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.

27. **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.

28. **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.

29. Contact Person:

James Zecca, Director
or
Russ Hammond, Operations Manager
PO Box 27
Wampsville, NY 13163
Phone: 315-361-8409
Fax: 315-361-1524
Email: james.zecca@madisoncounty.ny.gov

**MINIMUM BID SPECIFICATIONS
 ROLL-OFF HOIST TARP SYSTEM**

For a truck-mounted roll-off container tarp system designed to accommodate containers with up to 24' x 8' base platform.

Bidders shall complete the bid proposal in it's entirety addressing each item. Bid proposals must meet or exceed the MINIMUM BID SPECIFICATION. Full explanations for each deviation must be presented with the proposal and be supported by the manufacturer's literature, statement, or a professional engineer's opinion as to how the 'Deviation-From-Standard' meets or exceeds any particular specification.

MINIMUM BID SPECIFICATIONS:

Does unit comply with specifications?

A. MOUNTING

1.)The tarp system shall be mounted to the chassis and hoist body. The mounting shall be by 3" x 3" x 3/16" tubing.
2.)The slide tubes for the tarp arm pivots shall be 3 1/2" x 3 1/2" x 1/4" tubing.
3.)The gantry shall be mounted to the chassis by formed angles of 3/8" plate with two gussets of 3/8" plate per side.

YES **NO**

_____	_____
_____	_____
_____	_____

B. GANTRY

1.)The gantry shall be capable of being extended 48" vertically by a 2" x 48" double acting hydraulic cylinder.
2.)The gantry extension tubes shall be a 3 1/2" x 3 1/2" x 3/16" tube housed in a 4" x 4" x 3/16" tube.

_____	_____
_____	_____

C. TARP

1.) The tarp shall be heavy nylon mesh with a solid 18 oz vinyl reinforcement on all sides. A full width reinforcement of 54" across the front and 72" across the rear to protect the tarp from wear.

_____	_____
-------	-------

D. TARP ARMS

1.)Pivoting arms shall be of a three piece design.
2.)Arms shall be constructed of 1 1/2" x 3" x3/16" tubing with a second 1 1/2" x 3" x 3/16" tube from the pivot to the cylinder mount.
3.)The arms shall be pivoted by one cylinder per side. The cylinders shall be rephasing cylinders in a master and slave configuration so both arms are synchronized in operation.
4.)The master cylinder shall be 3" dia. x 30" stroke. The slave cylinder shall be 2 1/2" dia. x 30" stroke.

_____	_____
_____	_____
_____	_____
_____	_____

E. TARP ADJUSTMENT FOR CONTAINER

1.)The cover shall be adjusted for the container length by moving the pivot for the arms on a slide tube.
2.)The mounts shall be slid by one cylinder per side. This will be done with rephasing cylinders in a master and slave configuration so that both sides move the same distance

_____	_____
_____	_____

MINIMUM BID SPECIFICATIONS:

E. TARP ADJUSTMENT FOR CONTAINER cont.

3.) The master cylinder shall be 3" dia. x 42" stroke. The slave cylinder shall be 2 1/2" dia. x 42" stroke.

F. HYDRAULIC SYSTEMS

1.) Hydraulic power shall be by a 3 g.p.m. priority flow divider valve plumbed into the hydraulic system for the roll-off hoist.

2.) The three spool control valve shall have a 5 g.p.m. capacity bypass pressure relief valve, factory set at 2500 PSI.

3.) Hydraulic hoses shall be abrasion resistant material.

4.) Controls for the valve shall be located street-side adjacent to the driver's door.

G. PAINT FINISH

1.) Complete unit shall be cleaned with all weld slag removed.

Cleaning shall be in keeping with good and accepted industry practices.

2.) The finish coat color shall be standard factory black to match the truck frame.

H. MOUNTING

1.) All tarper installation shall be done by either the manufacturer at said manufacturer's place of business or at an authorized dealer's location.

2.) Mounting shall be to chassis and tilt frame manufacturer's engineering specifications

I. WARRANTY PERIOD

Twelve (12) month warranty on parts from the date recorded by the manufacturer as the in-service date, not to extend beyond twenty-four (24) months from the date of manufacture and three (3) month repair labor from the date recorded by the manufacturer as the in-service date, not to extended beyond fifteen (15) months from the date of manufacture.

J. OPERATING MANUALS

1.) One operating manual detailing the proper use and maintenance of the tarper shall be included with the unit.		
2.) Complete parts manual detailing the components and marked to correspond to a numbered parts list shall be included.		
<u>K. SERVICE</u>		
1.) Local service facility maintained within a 80 mile radius of equipment.		

**ROLL-OFF HOIST MINIMUM BID SPECIFICATIONS
‘OUTSIDE RAIL’ 186” C/T (with tarp system), 60,000 lb.**

For a truck-mounted roll-off container hoist designed to accommodate containers with up to 22 foot Length base platforms with long rail spread dimensions of 36” to 38” inside. Unit must carry a Manufacturer’s rated capacity of 60,000 lb.

Bidders shall complete the bid proposal in it’s entirety addressing each item. Bid proposals must meet or exceed the MINIMUM BID SPECIFICATION. Full explanations for each deviation must be presented with the proposal and be supported by the manufacturer’s literature, statement, or a professional engineer’s opinion as to how the ‘Deviation-From-Standard’ meets or exceeds any particular specification.

MINIMUM BID SPECIFICATIONS:

	Does unit comply with specifications?	
	YES	NO
<u>A.Hoist Frame</u>		
1.) The hoist shall carry a manufacturer’s rated capacity of 60,000 lbs. and shall be capable of carrying a 22-foot container platform.	_____	_____
2.) The minimum hoist frame-to-ground angle shall be 47 degrees from horizontal when the hoist frame is in full raised position.	_____	_____
3.) The hoist frame shall have a tail roller constructed of schedule 80 steel pipe supported on each side by a press-fit 3” wide cast roller bearing mounted on a 2” steel shaft.	_____	_____
4.) Hoist main rails shall be designed and spaced to receive containers with a longitudinal spread of 36” minimum and 38” maximum inside dimension so as to straddle the hoist frame rails.	_____	_____
5.) Hoist main rails must be constructed of 4” x 8” x ½” wall A-500 Grade ‘C’ tubing. Lesser strength grade ‘B’ or ‘A’ tubing is not acceptable.	_____	_____
6.) The hoist shall rest on, and pivot from, a sub-frame constructed of 4” x 2” x ¼” wall A-500 grade ‘C’ tubing. Lesser strength grade ‘B’ or ‘A’ tubing is not acceptable.	_____	_____
7.) The forward end of the frame structure shall be equipped with 1 Vertical 10” sheave with a bronze bushing. The sheave shall rotate On a 2” diameter heat-treated steel pin with zerk fitting for lubrication.	_____	_____
8.) The hoist frame shall include front container stops of 1 ½” steel plate with a locking device that is actuated when the container is in the full forward position and the hoist is in the lowered position.	_____	_____
9.) The rear hinge pins shall be not less than 3” heat-treated steel.	_____	_____
10.) The lift-cylinder mounting shall be a “Boxed Beam Double Shear” with replaceable stub pins, and cross tube for hose routing. Boxed Beam Double Shear design also greatly reduces bending stresses found in single shear round shaft. No 2.5” round shaft allowed.	_____	_____

MINIMUM BID SPECIFICATIONS:

	Does unit comply with specifications?	
	YES	NO
<u>A. HOIST FRAME CONT.</u>		
11.) Tilt frame shall be lifted by 2, double acting hydraulic cylinders that shall not be less than 6" diameter x 72" stroke with a 4" rod.	_____	_____
12.) Safety locks at the rear of the hoist frame which meet all D.O.T. And I.C.C. regulations.	_____	_____
13.) Hoist rails shall have a minimum of 5 load-carrying steel rollers per side of 4" O.D., with bronze bushings mounted on 2" hi-carbon C-1045 steel shafts equipped with recessed grease zerks.	_____	_____
14.) The hoist frame shall include a safety prop for each side rail that is operable from the drivers side as a safety feature when servicing the unit.	_____	_____
<u>B. REEVING/WINCH SYSTEM</u>		
1.) Two 7" diameter 80" stroke cylinders with chrome rods shall be mounted between the frame rails and shall be rated at 70,000 pounds minimum each capacity at 1,850 PSI.	_____	_____
2.) Reeving is accomplished by winding 75' of 7/8" EXIWRC, 6x37 extra improved plow steel wire rope of 79,000 lb. rating over four horizontal ductile cast bronze bushed sheaves rotating on heat treated shafts with zerk fittings for lubrication.	_____	_____
3.) The cable shall be supplied with a rectangular eye fitting with Swaged connection. The opening shall be approximately 5 3/8" long x 1 3/4" wide. The overall length of the eye shall be approximately 12" long and overall width of approximately 3 5/8" of cast steel alloy construction.	_____	_____
<u>C. HYDRAULIC SYSTEM</u>		
1.) Hydraulic power shall be by a heavy duty air shift PTO. The pump Shall be mounted directly to the PTO.	_____	_____
2.) The pump shall be a continuous duty gear type with a rating of 35 GPM at 1,500 RPM.	_____	_____
3.) The two spool control valve shall have a 45 GPM capacity bypass pressure relief valve, factory set at 1,850 PSI.	_____	_____
4.) Hydraulic lines shall be shielded with nylon protective sleeve material where abrasion possibilities exist. Hydraulic lines that run in close proximity to the operating reeving cables shall be metal wrapped for protection.	_____	_____
5.) Valve controls shall be located inside the cab to the drivers right. A set shall be supplied street-side adjacent to the driver's door.	_____	_____
6.) The oil reservoir shall be mounted directly to the chassis frame and shall serve as a mount for the hydraulic control valve.	_____	_____
7.) The oil reservoir shall be 60-gallon capacity with a supply line oil strainer of 200-mesh screen and a return filter with a 25-micron replaceable element. The reservoir shall have a filter type breather and oil level sight gauge incorporating a temperature gauge.	_____	_____
8.) The system shall be delivered to the buyer full of hydraulic oil meeting the manufacturer's requirements for proper long-life operation.	_____	_____

MINIMUM BID SPECIFICATIONS:

	Does unit comply with specifications?	
	YES	NO
<u>D. BUMPER & LIGHT PACKAGE</u>		
1.) The unit shall be equipped with a bumper containing recessed sealed back-up, clearance, tail-lights in rubber mounts and be equipped with mud flaps.	_____	_____
2.) Attached to the rear bumper shall be a folding I.C.C. bumper extension which automatically raises during hoist tilting to clear ground obstructions and prevent damage to the I.C.C. bumper.	_____	_____
3.) Mid-body clearance lights shall be mounted on the fender assembly and all electrical wiring must be a factory supplied bound-harness type. Loose-wired installations will not be accepted.	_____	_____
<u>E. PAINT FINISH</u>		
1.) All weldments shall be shot blasted for removal of all welding by products, and also removing scale prior to prime painting.	_____	_____
2.) All weldments after being shot blasted must be cleaned with a phosphate wash and rinse process. Primer coat must be applied by electrostatic spray equipment and oven cured for optimum primer coat adhesion.	_____	_____
3.) All weldments must be painted with two-part polyurethane paint prior to assembly to assure complete paint coverage of 3mil. Oven cured to provide maximum paint adhesion for long life and durability.	_____	_____
<u>F. MOUNTING</u>		
1.) Either the manufacturer at said manufacturer's place of business or at an authorized dealer's location shall do all body installation.	_____	_____
2.) Mounting shall be to chassis and tilt frame manufacturer's engineering specifications.	_____	_____
<u>G. WARRANTY PERIOD</u>		
Twelve (12) month warranty on parts from the date recorded by manufacturer as the in-service date, not to extend beyond twenty-four (24) months from date of manufacture and thirty-six (36) month warranty on all manufacturer's structural parts from the date recorded by manufacturer as the in-service date, not to extended beyond forty-eight (48) months from date of manufacture.		
<u>H. OPERATING MANUALS</u>		
1.) One operating manual detailing the proper use and maintenance of The roll-off hoist shall be included with the unit.	_____	_____
2.) Complete parts manual detailing the components in 'Exploded view' and marked to correspond to a numbered parts list shall be included.	_____	_____

MINIMUM BID SPECIFICATIONS:

I. OTHER ACCESSORIES

**Does unit comply
with specifications?**

Yes NO

1.) The unit shall be equipped with a side-mount steel tool box of approximately 20" x 16" x 48".

2.) Poly fenders shall be designed to withstand the stress associated with normal road vibration.

3.) Hydraulic tarp system and roll-off hoist must be of the same manufacturer.

J. SERVICE

1.) Local service facility maintained within a 80 mile radius of equipment. _____

PRICING PAGE

One (1) Roll Off Truck Hoist & and One (1) Automatic Rolloff Tarper Systems As Per Specifications TOTAL PRICE \$ _____

DELIVERY IN CALENDAR DAYS AFTER NOTIFICATION OF AWARD _____

ROLL OFF TRUCK HOIST

MANUFACTURER: _____

MODEL: _____

AUTOMATIC ROLL OFF TARTER SYSTEM

MANUFACTURER: _____

MODEL: _____

Name of Company

Signature with the title of person authorized to sign.

Contact Name & Title
(Please Print or Type)

Contact Signature

ADDRESS: _____

TELEPHONE: _____ *EMAIL ADDRESS: _____

DATE: _____

*Required

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 _____, 2012

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: _____

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:** _____