

BID REF. NO.: 14.12

**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

**Guide Rail Installation Services**

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, April 3, 2014.**

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

The prevailing wage schedule must be attached to all bids. Prevailing wage rates may be obtained at [www.labor.ny.gov](http://www.labor.ny.gov), **PRC #2014001898.**

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.

A Ten Thousand Dollar (\$10,000.00) Performance Bond shall be submitted by the successful Bidder simultaneously with the delivery of the executed contract. This bond will assure the County that the contractor shall perform and fulfill all of the undertakings, convenents, terms, conditions and agreements of the contract including any duly authorized modifications.

All bonds shall be provided by a duly authorized surety company, satisfactory to Madison County. The cost of all bonds to be the responsibility of the contractor and be included in the submitted bid.

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

**DELIVERY TO:** As Specified

**DATED:** March 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 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, April 3, 2014.**
2. Specifications available at [www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov). Prevailing Wage Rates may be obtained at [www.labor.ny.gov](http://www.labor.ny.gov) , **PRC# 2014001898.**
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. **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**

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad Form Contractual with minimum limits of **One Million Dollars (\$1,000,000) each occurrence** and **Three Million Dollars (\$3,000,000) annual aggregate**.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than **One Million Dollars (\$1,000,000) Combined Single Limit** for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed to be the property of the County, State or Federal government.

The required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be **County of Madison**, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

**31. CERTIFICATE OF INSURANCE**

The successful Bidder shall furnish to the **County of Madison**, within ten (10) business days upon receiving notice of Award, a Certificate of Insurance which shall evidence all requirements of insurance(as stated in Item 26), including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverage's and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the County of Madison as an additional insured and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder **Madison County**.

**32. Wage Rates**

All work must comply with Section 220 of the New York State Labor Law. Wages paid to workers, operators and drivers must comply with the Prevailing Wage Schedule. Certified copies of payrolls must be submitted to the Madison County Highway Department.

33. The Contractor expressly agrees not to employ the work, labor, services or materials of any unapproved Subcontractor or materialman. The Contractor shall inspect all major pre-cast or pre-constructed components and/or materials to insure that same fully conform to the requirements of the Contract and specifications. The contractor shall reject any component or material that is not in full compliance with the terms of the Contract and specifications unless the County shall otherwise specifically direct acceptance thereof, in writing. The Contractor shall not substitute any construction component or material from those provided within the Contract and specifications without the pre-approval, in writing, of the County of Madison. Where the Contract or specifications provides for components and materials to be supplied by a particular entity, manufacturer or materialman, the Contractor shall not make any substitution therefrom without the pre-approval, in writing, of the County of Madison.

31. Length of Bid: May 1, 2014 through April 30, 2015.

32. Contract Extension: The County reserves the right to extend the award of this bid for an additional one (1) year period provided such an extension is mutually agreeable to both the County and the successful Bidder.

**33. 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: Mr. F. Joseph Wisinski, Madison County Highway Superintendent, (315) 366-2221.

**MADISON COUNTY HIGHWAY DEPARTMENT  
SPECIFICATIONS FOR GUIDE RAIL INSTALLATION SERVICES**

The New York State Department of Transportation Standard Specifications manual dated May 1, 2008, including all addenda, are referred to and become a part of this specification along with the New York State Department of Transportation Standard Sheet group 606 and Bridge Detail Sheet group RS-E, with the following additions or conditions:

Furnish to the County (2) crew members (1 foreman and 1 laborer) to install and erect posts, railing, rail transitions, and end assemblies in the position and manner indicated on the New York State Department of Transportation standard sheets, construction plans or as indicated and approved by the Owners Representative in the field.

Prior to the installation of guide rail or end terminals, the Contractor shall determine the locations of all underground utilities by contacting Dig Safely New York at least 48 hours (not including holidays or weekends) prior to commencing work. The Contractor shall also be responsible for contacting non members of Dig Safely New York. If it is determined that there are conflicts between the proposed installation of guide rail, transition, or end terminal with underground utilities or structures, the Contractor shall discuss with and recommend to the Owners Representative alternative locations or types of guide rail, transition, or end terminal, subject to the approval of the Owners Representative, that will not be in conflict with underground utilities or underground structures.

Posts shall be driven unless otherwise specified by the Owners Representative in the field. The driving shall be accomplished with approved equipment and methods that will leave the posts in their final position, free of any distortion, burring or other damage. All posts shall be aligned to a tolerance of 1/4 inch for plumb and grade line.

Traffic protection, guide rail, transition, end assemblies, and all other necessary guide rail components and materials shall be provided by the County.

Hourly payment by the County will be paid from the time of arrival to the specified jobsite to the time the post pounding crew leaves the jobsite. No allowance for mobilization. No payment for hours lost due to weather or early termination of work due to unforeseen circumstances beyond the control of the County will be made. County will provide two week notice to the Contractor to commence work.

Political sub-divisions in Madison County may participate in Bid Prices dealing directly with the successful bidder.

**Length of Bid:** May 1, 2014 through April 30, 2015

**Contract Extension:** The County reserves the right to extend the award of this bid for an additional one (1) year period provided such an extension is mutually agreeable to both the County and the successful Bidder.

**Envelope to be marked: "GUIDE RAIL SERVICES BID"**

**MADISON COUNTY HIGHWAY DEPARTMENT**  
**GUIDE RAIL INSTALLATION SERVICES**

**BID PRICING PAGE**

<b>ITEM</b>	<b>PRICE: PER HOUR</b>
Guide Rail Installation	\$ _____

BIDDER: \_\_\_\_\_

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.:** \_\_\_\_\_