

BID REF. NO.: 14.15

**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) 2014 50/Ton Lowboy Paver Style Trailer

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 **Tuesday, April 15, 2014.**

Specifications submitted on call or 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: April 8, 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 Tuesday, April 15, 2014.**
2. Specifications and Form of Bid may be obtained from the Undersigned at the above address or 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 (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.

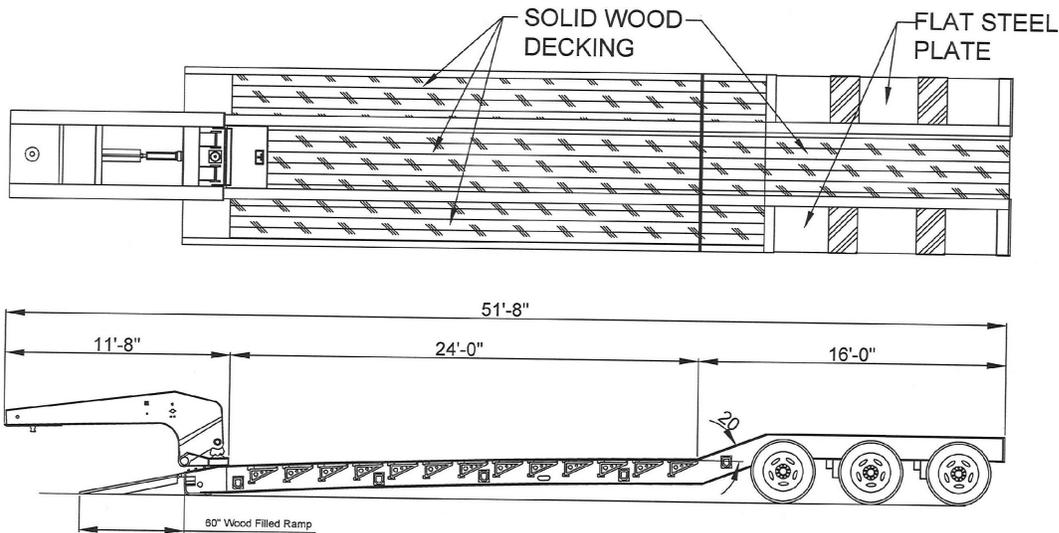
30. **INSURANCE**

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
2014 50 Ton Lowboy Paver Style Trailer**

- Paver special trailer – low approach angle front and rear deck ramps
- G.V.W.R.: 120,000 lbs. (capacity 50 tons rated in 12 ft. span or greater)
- DOT approved lighting, US made sealed wiring harness, all LED lights
- Frame: Four cambered main beams, fabricated with 100 ksi (T1) and 80 ksi high tensile steel
- Tongue: Hydraulic, removable, non-ground bearing gooseneck with 3 position adjustable load blocks and an 95" minimum swing clearance.
- Dimensions: 102" deck width (expandable to 126" with outriggers). 24 foot lower deck length and 16 feet upper deck length over the triaxle for an overall deck length of 40 feet.
- Axles: 3 – 25,000 lb. oil bath axles (5" round, 5/8" wall thickness) with air lift 3rd axle (54" spacing)
- Suspension: air ride
- Tires: 255/Load range H, 16 ply.
- Tie Downs: 8 d-rings per side, 16 total.
- Finish: Two part polyurethane paint, over an epoxy primer.
- The 50 ton lowboy shall resemble the following diagram; the middle deck panel shall be excluded:



Warranty:

- Standard 1 year warranty must be explained fully, in writing.

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).

**BID PRICING PAGE
MADISON COUNTY HIGHWAY DEPARTMENT**

ONE (1) 2014 50 Ton Lowboy Paver Style

**2014 50 Ton Lowboy Paver Style
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.:** _____