

**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:

**Steel Superstructure for North Court Street Bridge over CSX Rail Road (BIN 3365930),
Town of Lenox, Madison County**

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, May 1, 2014.**

Specifications are available at www.madisoncounty.ny.gov. Right reserved to reject any or all bids.

The Prevailing Wage Rates obtained at www.labor.ny.gov, **PRC # 2014003006**

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 equal to 10% of the total bid, shall accompany the bid.

The bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Labor and Materials Bond from an acceptable Surety for an amount equal to 100% of the accepted bid, a Certificate of Insurance and proof of Workers' Compensation.

Required for Department: Madison County Highway Department

Delivery to: As Specified

Dated: April 17, 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, May 1, 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. **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".
28. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.
29. **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.
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 **Three Million Dollars (\$3,000,000) each occurrence** and **Five Million Dollars (\$5,000,000) 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 **County of Madison**.
32. **Prevailing 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 attached Prevailing Wage Schedule.
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.
34. Contact Person: **Mr. F. Joseph Wisinski, Madison County Highway Superintendent**
(315) 366-2221

SPECIAL CONDITIONS

1. BID SECURITY

Each bid shall be accompanied by a bank cashier/teller/treasurer's check a certified check of the bidder, or bid bond duly executed by the bidder as principal and have as surety thereon a surety company approved by the County, for 10 percent (10%) of the total bid. Such checks or bid bonds will be returned promptly after the County and the accepted bidder have executed a contract or if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

2. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder shall have inspected the site and shall have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure of any bidder to examine the site or any form, instrument or document in the Contract Documents shall in no way relieve any bidder from any obligation regarding his bid.

3. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

4. QUALIFICATIONS OF BIDDER

A. In determining the qualifications of a bidder, the County will consider his record in the performance of any contracts in which he may have entered with the County, with other public bodies or private corporations, and the County expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the County, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

B. The County may make such investigations as it may deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose as the County may request following the bid opening. The County reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

5. METHOD OF AWARD OF BID AND EXECUTION OF CONTRACT

A. After the Bids have been opened, tabulated and investigated, the Bid will be awarded in a timely manner to the lowest responsible bidder.

B. Upon receiving notice of Award the successful Bidder shall deliver to the County an executed Contract within ten days of receiving such notice.

C. Unless otherwise specified, the County reserves the right to reject any item in the proposal and to award the Bid, in whole or in part, including the right to reduce quantities.

6. SECURITY FOR FAITHFUL PERFORMANCE AND INSURANCE

At least two business days before execution of the Contract, the Contractor shall furnish certification of the required insurance and a surety bond or bonds in the amount of one hundred percent (100%) of the accepted bid as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the County.

7. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, sublet or otherwise dispose of the Contract executed according to this proposal without the prior written consent of the County.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within ten days after he has received notice of the acceptance of his bid, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. TERMINATION BY THE COUNTY

The County reserves the right to terminate this Contract with or without cause by giving the Contractor thirty days written notice. Upon delivery of such notice and upon expiration of the thirty days the Contractor shall discontinue all services in connection with the performance of this Contract.

10. TIME OF COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall coordinate all work covered by this contract with the work schedule of the County.
- B. Work covered by this Contract shall be completed by October 31, 2014 unless such date shall be extended, in writing, by mutual agreement between the Highway Superintendent and the Contractor.
- C. When work covered by this Contract is not completed by October 31, 2014 or any extension thereof, any engineering and inspection expenses incurred by the County thereafter shall be charged to the Contractor and deducted by the County from the final monies due the Contractor.

11. CONDITIONS OF WORK

Each bidder shall acquaint himself fully with the site conditions relating to the construction of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful bidder from his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

12. PRE-CONSTRUCTION MEETING

Potential bidder shall schedule a pre-construction meeting with the County to review the project site.

13. WAGE RATES AND SUPPLEMENTS

A. Rates of wages and supplements as determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be obtained at the New York State Dept. of Labor website, www.labor.ny.gov.

B. The minimum hourly rates of wages to be paid under this Contract shall not be less than those listed in documents referred to in section A above. Any redetermination of the prevailing rates of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract Documents.

14. AUTHORITY OF OWNER

A. The County or its authorized representative, shall decide all questions which may arise as to the acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Contract Documents, and all questions as to the acceptable completion of the work.

B. The decision of the County, or its authorized representative, concerning the execution of the work and the interpretation of the Contract Documents shall be final and binding on the Contractor.

15. INSPECTION NOT TO CONSTITUTE ACCEPTANCE

The County and its authorized representative shall be given every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. Failure of the County or its authorized representative during the progress of the work to discover or reject materials or work not in accordance with the Contract Documents shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the County shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Contract Documents.

**TECHNICAL SPECIFICATIONS
STEEL SUPERSTRUCTURE**

DESCRIPTION:

This specification covers the requirements for supply and installation of steel girders and related steel superstructure as per the attached drawings.

The Contractor will supply and install the steel girders as per the attached drawings and the New York State Steel Construction Manual and the New York State Department of Transportation Construction and Materials Specifications, Standard Specifications dated May 1, 2008, with current additions and modifications.

SITE PREPARATION:

All site preparation will be performed by Madison County forces prior to the delivery of steel. Crane access will be available from both approaches.

ON SITE DELIVERY:

Steel must be fabricated and delivered on-site before October 1, 2014.

INSTALLATION:

Installation must be completed before October 31, 2014

Pre-cast concrete deck panels will be installed by others.

MADISON COUNTY HIGHWAY DEPARTMENT
STEEL SUPERSTRUCTURE
BID PRICING PAGE

ITEM

Deliver and Install Steel Superstructure

Lump Sum \$ _____

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 _____, 20____

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.:** _____