

Madison County Purchasing Department

138 North Court Street
PO Box 635

Wampsville, NY 13163
Telephone: 315-366-2247
Fax: 315-366-2502

Mark Scimone
County Administrator



Laurie Winters
Office Assistant II

Bid Reference: 16.29

Date: June 22, 2016

2016 Low Speed, High Torque Solid Waste Shredder

BID PROPOSAL

Sealed bids for furnishing a 2016 or newer Low Speed, High Torque Solid Waste Shredder will be received at the Purchasing Department, 138 North Court Street, Building 4, County Office Building, Wampsville, NY 13163 until Two (2) O'clock P.M. (local time) on July 14, 2016.

Specifications submitted on call. Madison County reserves the right 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 10 percent (10%) of the total bid, 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.

Bidders must use the proposal form and an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. *Faxed bids are unacceptable.*

Required for department: Solid Waste

SPECIAL CONDITIONS

References: Manufacturer and model numbers as stated in this specification are for reference purposes only. Equipment bid shall be on an “OR EQUAL” basis evaluated by the County using the models referenced as a minimum baseline for comparison.

Bid Results: Bid results will be available on our website by 6 PM on the date of the bid opening. Go to www.madisoncounty.ny.gov, follow the departmental link to “Purchasing”, select the “Bid Results” tab on the left. Please be sure to have the Bid Reference number available.

Contact Person: Please address all questions to Director of Solid Waste, James Zecca by email at: James.Zecca@madisoncounty.ny.gov

Delivery: Invoice & Deliver to: Madison County Solid Waste Department, (mailing address) PO Box 27, Wampsville, NY 13163, (physical address) 6663 Buyea Road, Canastota NY 13032 Phone: 315-366-2221

COUNTY OF MADISON
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Submission of Bids:

- 1.1 A copy of the Specifications and Form of Bid are available at www.madisoncounty.ny.gov and/or www.empirestatebidsystem.com/Bids/ViewOpenSolicitations.asp
- 1.2 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 by **2:00 p.m. on Thursday, July 14, 2016.**
- 1.3 Bids are publicly opened and read at 2:00 p.m. on the day that bids are scheduled to be received.
- 1.4 Bids must be dated and time stamped by the Purchasing Department prior to the specified time of the opening. NO late bids are accepted for any reason. Bidders assume all responsibility for on-time delivery to the Purchasing Department.
- 1.5 Bidders must use the proposal form(s) and the form(s) must be submitted in a sealed envelope that is clearly marked with your company name, the bid reference number and the date the bid is due. Faxed bids are unacceptable.
- 1.6 Separate bid envelopes must be submitted for each bid reference.
- 1.7 Bidders may submit more than one bid proposal, however each bid submission must be in its own sealed envelope with its own proposal pages, required documents and bid security, if required; and must adhere to all rules and specifications aforementioned.
- 1.8 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.
- 1.9 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with all parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment to any part has been applied contrary to manufacturer's recommendations.
- 1.10 Special conditions in the specifications shall take precedence over any general conditions and instructions to bidders.
- 1.11 No additional or qualifying clauses shall be written into the bid documents by bidders.

2. Required Submissions:

- 2.1 Each bid must be signed on the Bid Proposal Page by the bidder. Failure to comply will result in the submission being ineligible for award.
 - 2.1.1 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.
 - 2.1.2 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice president or person authorized to bind the bidder in the matter. A corporate resolution may be required to confirm authorization.

- 2.1.3 Agents of a manufacturer must be accompanied by a certification the agent is authorized.
- 2.2 **The Non-Collusive Bidding Certificate must be signed. Failure to comply will result in the submission being ineligible for award.**
- 2.3 **The Certificate of Compliance with the Iran Divestment Act must be signed and notarized. Failure to comply will result in the submission being ineligible for award.**
- 2.4 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.
 - 2.4.1 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid security deposits will be released when the written intent to award is issued to all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.
 - 2.4.2 Performance security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:
 - 2.4.2.1 Guarantee the contract for the faithful performance thereof; and
 - 2.4.2.2 Guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of at least one (1) year from the date of the Madison County's acceptance of the goods and/or services rendered; and
 - 2.4.2.3 Guarantee payment of any and all obligations arising as the result of the contract.
 - 2.4.3 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.
 - 2.4.3.1 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary are to be furnished on all items. Bidders should submit with bid any information, specifications, circulars, etc., that will explain or clarify the differences or compliance with the specifications.
 - 2.4.4 Wick's Law submittals, N.Y. State Finance Law § 135, when included in the bid package, must be signed and returned in a sealed envelope marked "Wick's Law Subcontractors" or your bid will not be eligible for award.
 - 2.4.5 Bidders must state the location and availability of products, including available hours.

3. Use of Brand Names:

- 3.1 References in the specification to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the County for its purposes. Exceptions must be clearly stated.
- 3.2 The Purchasing Agent will determine equal products or services.

4. Pricing:

- 4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening and through the life of the contract upon award. Prices shall be in US funds only.
- 4.2 Price bids shall be Free On Board (FOB) prepaid to destination as designated. All charges for packing, crating, containers, etc., are included and being in strict accordance with specifications as shown. The price bid by the successful bidder shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.
- 4.3 The bid indicates the estimated total quantity to be used during the life of this contract. Madison County does not guarantee any specific amount and shall not be held responsible for any deviation therefrom.
- 4.4 Purchases by the County are exempt from any federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.
- 4.5 Where pricing is described in both words and numerals, the words will govern.
- 4.6 Cash or early payment discounts will not be considered in determining low bidder.
- 4.7 Escalation: Increases to the bid price may be honored at the time of the renewal of the contract. The contractor must notify the County Purchasing Department ninety (90) days prior or the contract anniversary date of their intent to increase pricing. Price increases are subject to the terms of the escalation clause contained herein and Board approval.

5. Withdrawal of Bids and Errors:

- 5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.
- 5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder, at the discretion of the Purchasing Agent, upon written request. Such requests must be made as soon as the error is identified but no more than 2 weeks from the bid opening date.
- 5.3 In case of error in extending the amount of the bid, the unit prices will govern.

6. Purchases by Other Governmental or Authorized Entities:

- 6.1 Purchases at prices quoted that result in a contract or purchase order with Madison County may be made by departments of Madison County, each city, town and village, each school, fire, solid waste, and water conservation district eligible to purchase from this contract for the term of the contract.
- 6.2 In addition, the County allow(s) all municipal entities authorized under General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.
- 6.3 Any minimum order requirements, delivery charges and other deviations from the prices offered to Madison County applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

7. Interpretations:

- 7.1 It is understood and agreed that in questions of interpretation in the specifications the Purchasing Agent does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors or omissions in specifications shall be communicated by the Purchasing Agent, when such corrections are necessary for the proper fulfillment of the intention of such specifications.
- 7.2 Questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the Purchasing Agent not later than 7 calendar days prior to the bid opening. No interpretations or clarifications will be made to any bidder orally. Interpretations and clarification made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations or clarifications that are not by addendum issued through the Purchasing Department. Failure of any bidder to receive any such addendum shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the bid and contract documents. Failure to request an interpretation or clarification constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.
- 7.3 Madison County reserves(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.
- 7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of Madison County will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such a claim of ignorance be the basis for any claim for increased compensation.

8. Method of Award:

- 8.1 No bid will be accepted from or contract awarded to any person or entity that is in arrears or in default of a surety or obligation to the County of Madison.
- 8.2 The bids for the purchase of the above item(s) will be awarded by the Purchasing Agent to the lowest responsible bidder pursuant to GML §103.
- 8.3 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.
- 8.4 Madison County reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of Madison County to do so.
- 8.5 Madison County reserve(s) the right to accept any item in the bid and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.
- 8.6 Bid results will be available on our website on or before 3 PM on the date of the bid opening at www.madisoncounty.gov. Follow the departmental link to “purchasing” and select the “Bid Results” tab on the left.
- 8.7 Bids will be evaluated by the Purchasing Department and the department requiring the goods or services. A notice of intent to award will be issued only by the Purchasing Department.
- 8.8 Protests of companies, products or services being offered from competing bidders must be made as soon as possible in writing to the Purchasing Department.

- 8.9 In the event a low bid is being rejected for any reason, the bidder will have 48 hours to make clarification before intent to award will be issued to another bidder.

9. Inspection, Samples and Testing:

- 9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the successful bidder and the Purchasing Agent.
- 9.2 Samples are required to be furnished by the bidder at the request of the Purchasing Agent. Samples are to be furnished at no cost to Madison County. Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.
- 9.3 It is understood and agreed by the bidder that any tests performed by Madison County and found not to meet specifications as set forth will be billed to the bidder.

10. Term:

- 10.1 **One Time Purchase.**

11. Delivery:

- 11.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.
- 11.2 No items are to be shipped or delivered until receipt of an official purchase order from Madison County or an executed contract.
- 11.3 Guaranteed delivery date will be a consideration in making a contract award.
- 11.4 Failure to deliver as guaranteed may result in termination of any contract entered into and determination of the bidder being not responsible. This may also disqualify the bidder from receiving contracts for at least two years. Madison County will assume no liability for any expense or loss because of such termination.
- 11.5 All broken and/or damaged items received by Madison County shall be replaced by the successful bidder or, immediately, at their own cost and expense. Madison County shall inspect all the items and notify the successful bidder of any damage as soon as it is discovered.
- 11.6 No minimum order quantity shall apply.

12. Notice to Proceed:

- 12.1 The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.
- 12.2 No work shall begin, nor goods delivered, until the successful bidder has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

13. Hold Harmless:

- 13.1 The successful bidder agrees that they will indemnify and hold harmless the County of Madison pursuant to the terms of the Contract entered into with the County.

14. Insurance:

- 14.1 The bidder will furnish the amounts of necessary insurance determined and specified by Madison County and same shall be specified in the Contract entered into with the County.

15. Payments:

- 15.1 Madison County will pay the successful bidder the amount of their bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the County, and upon receipt of the vendor invoices in accordance with Madison County policy and procedures and upon the approval of the bills by the Board of Supervisors of the County of Madison.
- 15.2 Partial payments for delivered items or quantities of a bid may be made by Madison County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.
- 15.3 Unless otherwise specified, Madison County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.
- 15.4 The successful bidder further agrees that Madison County may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- 15.5 The successful bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this bid or any contract entered into.

16. Warranty:

- 16.1 Madison County requires a minimum one (1) year warranty from the date of acceptance, to correct at no additional cost to Madison County any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.
- 16.2 Madison County does not accept exceptions to implied warranties of suitability or merchantability. Madison County does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

17. Governing Laws and Regulations:

- 17.1 All bidders are required to comply with all applicable provisions of the laws of Madison County, the State of New York and the United States of America which affect Madison County and Madison County contracts and in particular but not limited to the State's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations. All bidder's special attention is called to those laws and requirements set forth in Section 103-d of the State's General Municipal Law.
- 17.2 The Toxic Waste Right to Know Law requires the successful bidder, supplier, or manufacturer to provide to Madison County upon delivery any and all information required by law. Madison County reserves the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

- 17.3 The successful bidder will maintain Worker's Compensation during the life of any contract entered into as a result of this bid, for the benefit of the bidder's employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.
- 17.4 The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

18. Assignment:

- 18.1 The bidder agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.

19. Termination/Default/Non-Performance:

- 19.1 In case of default by the successful bidder, Madison County may procure the articles or services from other courses without notice and hold the bidder responsible for any excess cost.
- 19.2 Madison County may terminate this agreement with cause upon notification in writing.
- 19.3 Madison County further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.
- 19.4 If the successful bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Purchasing Agent. Madison County may cancel said contract as to future deliveries at any time during such delay if Madison County interests are impaired by such delay.
- 19.5 Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Madison County of the right to terminate this contracts for abandonment or delay.

20. Changes or Deviations:

- 20.1 This bid as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the bid constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

21. Inconsistency:

- 21.1 The parties agree that any inconsistency between any document(s) which Madison County is/are requested to execute by the successful bidder and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

22. Report of Purchases:

- 22.1 The successful bidder shall furnish a report of purchases made from the fifteenth of the month following the end of each contract quarter. The report is to be submitted to the Purchasing Department and shall include the contract number, title, effective dates, contractor's name and the following information:
 - 22.1.1 Ordering Agency/Department
 - 22.1.2 Items#
 - 22.1.3 Item Description
 - 22.1.4 Total Qty. Shipped
 - 22.1.5 Item Price
 - 22.1.6 Total \$ Value

23. Corporate Compliance:

- 23.1 The County will conduct appropriate screening in all bids received to ensure and verify that the business has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24. Material Safety Data Sheet:

- 24.1 The successful bidder shall be responsible for the provision of the MSDS's to the County Purchasing Agent 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.
- 24.2 The MSDS's will be maintained by the County Purchasing Agent as long as those materials are present.
- 24.3 It is the responsibility of the successful bidder to train its own employees.

25. Licenses and Permits:

25.1 The successful bidder hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR THE PURCHASE OF A LOW SPEED, HIGH TORQUE LANDFILL WASTE SHREDDER

Comply
Yes/No

Intention: It is the intention of the **County of Madison (“The County”)** to purchase a new **(model year 2016)** low speed, high torque solid waste shredder. The shredder shall be the manufacturer’s latest model, in full accordance of these specifications and ready for use by the county.

Bidder Qualifications: All bidders must be factory-franchised distributors, demonstrate the capability to provide service, and the ability to maintain a sufficient spare parts inventory. **The County** reserves the right to inspect the bidder’s facility to determine whether bidders meet the above criteria.

All bidders must furnish in a letter with their bid information, the number of mechanics employed at their service facility, the dollar value of the parts inventory maintained for servicing the unit bid, and the number of similar units operating in their market area. Three references of a similar unit working in a Landfill application are to be provided with the bid.

Net price, delivery, and compliance with the specifications will be the factors in making this award.

M.G.V.W.R. Certification: Manufacturer’s certification of M.G.V.W.R. must be furnished.

Federal and State Regulations: The shredder with specified equipment installed must meet all Federal and State regulations.

Other Equipment: All other equipment ordinarily furnished as standard by the manufacturers, but not included in these specifications, is to be provided.

Brochures: All bidders are to furnish a manufacturer’s brochure on all equipment offered including public website where latest 2016 model’s data is available for review .

Manuals and Parts Lists: Two (2) factory service manuals and two (2) parts lists/manuals for the specified equipment must be furnished by the bidder at the time of delivery. Also, two (2) lubrication charts and two (2) schematic drawings of the complete electrical wiring system must be furnished. One complete set of all filters, including air, oil, hydraulic, etc. to be included with delivery. The bidder will

Comply
Yes/No

also furnish any and all bulletins, modification notices, service letters, and related addenda throughout the life of the equipment being furnished under this contract.

Data Sheet: The data sheet must be completed and signed with the bid. All exceptions shall be fully and completely noted. If no exception is taken and fully noted on the data sheet, the vendor shall supply all equipment as specified herein.

Substitutions: The successful bidder must supply the shredder originally submitted in the bid. No substitutions accepted.

Delivery: Delivery of the complete unit, ready for use, as specified, must occur within one hundred twenty days (120) calendar days of award. Liquidated damages will be assessed for late deliveries as described below.

Late Deliveries: It is expressly understood and agreed that, as a result of the dangers inherent to the public, and because of the monetary losses which will be sustained by **the County** as the result of the failure to deliver the equipment specified in the contract on time, and that time is of the essence in the performance of the contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated.

In the event of the failure of the contractor to deliver the equipment as specified in accordance with the schedule previously set forth in the section entitled "Delivery", the contractor shall be liable to **the County** as liquidated damages the following amounts for each day the equipment is delivered late: fifty dollars (\$50.00) per day for each day that the completed equipment is delivered late.

The County shall grant extensions of the contract time of completion for any delays resulting from causes beyond the contractor's control, which are not to be considered normal hazards of the contract. Delays of this classification are as follows:

(a) Acts of the Federal Government, including controls and restrictions upon the use or obtaining of materials, equipment, tools, or labor essential to completion of the unit, by Reason of War, national defense, or any other national emergency.

(b) Acts of the County including, but not limited to, changes in the methods of the scope of work covered by the contract, upon order of the County.

(c) Causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control of, and through no fault or negligence of the contractor. This shall include, but not be restricted to: Acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantines, strikes, weather of

Comply
Yes/No

unusual severity for the season which directly affects or prohibits the work under the contract. This shall **not** include delivery delays by suppliers.

The bidder must notify **the County** in writing within ten (10) days from the beginning of any such delay, and detail the causes of the delay.

Upon receipt of such notification, **the County** shall ascertain the facts and cause and extent of the delay. If, in the opinion of **the County**, the delay is properly excusable based on the facts and terms of the contract, **the County** shall extend the time for delivery for a period of time commensurate with the period of excusable delay.

It is further agreed that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time. _____

Responsibility: The successful bidder will be responsible to coordinate and ensure the proper installation, mounting, and fitness for operation of all components and equipment related to the shredder. The successful bidder will be responsible for delivering the complete unit, and all other related equipment to the Madison County Landfill Site 6663 Buyea Road, Canastota, NY. The successful bidder is also responsible for completing work within the time specified under "Delivery". _____

Compatibility: The unit bid and delivered must be designed and constructed specifically to process Landfill materials including C&D, MSW, mattresses, carpet, railroad ties, bulky plastics, tires, etc. _____

Certification: The successful bidder will certify and warrant that all components and equipment offered are compatible with each other. The bidder acknowledges that **the County** will rely upon the expertise, skill, and judgment of the bidder in offering and furnishing a suitable shredder described herein. _____

Price Bid: This shall include all costs including labor, material, and freight involved in furnishing, assembling, mounting and delivering the shredder as specified. _____

It shall be understood and agreed that the price bid shall be firm and unchanged for a period of forty-five (45) days after bid opening. _____

Guarantee and Warranty: The manufacturer of the shredder must guarantee the unit specified for defects in materials and workmanship, 100% parts and labor (non-declining) for one year after in service date, up to 2000 hours. Service is to be provided to the County within 48 hours after the County has called and requested Service. _____

Comply
Yes/No

Bid Option: The County is soliciting **Extended Warranty Options** on the shredder. Bidders should be clear and explicit with regard to both coverage and price for any options being offered.

Cost of optional two year warranty, (parts and labor).

Non-Collusive Bidder's Certificate: Must be furnished with each bid.

Reservation: The County reserves the right to judge all equivalencies, to waive any minor informalities, to waive any minor deviations from specifications, and to reject any and all bids if it is deemed in **the County's** best interest to do so.

Additional Information: Any bidder who requires additional information may contact Director, James Zecca at 315-361-8408.

Training: A comprehensive operations and mechanical training course conducted by a factory representative shall be provided at the time of delivery of the complete unit, for a reasonable number of participants with 8 hours on Mechanical Training and 8 hours on Operations. Also there should be 8 hours follow up training approx. 3 weeks after initial training for both Operators and Mechanic. Further, operational training after delivery shall be available on an as-needed basis, by a factory representative or suitable designee.

Bid Award: Will be based upon the lowest total price bid for the shredder by a responsible bidder, delivered complete, and in full compliance with these specifications, complete with warranties.

Detailed Specifications
Low Speed, High Torque Shredder

Comply
Yes/No

General: The purpose of these specifications is to describe a low speed, high torque track mounted shredder capable of processing C&D, MSW materials in a Landfill at the working face and producing a consistent determined particle size. This unit shall be a Komptech Terminator 6000 Diesel or equivalent.

Weights and Dimensions:

Approximate weight - 64,000 lbs.

Dimensions- **Track Model** (L x W x H)

Work:
36'11" x 12' 7" x 14' 1"

Transport:
21' 8" x 9' 4" x 11' 6"

- Tracks shall have two speeds, slow for loading and fast for quick maneuvering.
- Shredder should be able to go from working to transport position hydraulically in 15 minutes and meet above transport dimensions for emergency use during emergency events Tornado, Hurricane etc.

Engine:

- The engine is to be located in an enclosed compartment with insulation for sound dampening
- The engine is to be a CAT C18 ACERT or equivalent, minimum 583HP @ 2100 RPM, Tier 3A compliant
- The engine should meet all current State and Federal regulations
- The engine shall include all of the following:
 - Turbocharger and intercooler
 - Automatic shut down for low oil pressure
 - Low coolant level shut down
 - High coolant temperature shut down
 - Pressurized cooling system
 - Heavy-duty two stage air filter with restriction indicator

Comply
Yes/No

Service:

- The shredder should also incorporate a self-diagnostic package which is capable of displaying, on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum this should include low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connection (or wire break and identify by number), low diesel level, primary and/or secondary air filter condition, diesel filter condition, etc. _____
- The control panel display should also indicate in advance when the 250, 500, 750, 1000 etc. hour service is due so the County can plan to do services in a timely manner _____
- There should also be a GSM system that allows a connection between the machine and the Factory and aid in any diagnosis of machine or engine maintenance or repair. This connection and monthly service should be included in the bid pricing _____
- Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance _____

Auto Reversing Fan:

- The machine shall be equipped with an engine fan that can reverse automatically as per programmed cycle in order to blow foreign material off the radiator screen/self-cleaning _____

Hydraulic System:

- Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning _____
- It should be separate from the engine cooling system in a separate compartment _____
- Hydraulic tank 50 gallon minimum _____

Lubrication:

- Automatic central lubrication system for grease distribution to key lubrication points using pressurized system _____

Fuel Tank:

- 200 gallon minimum, with vandal-proof/locking cap _____

Comply
Yes/No

Eco Mode:

- Shredder will be standard equipped with Eco mode for fuel preservation when computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption _____

Over Band Magnet:

- Machine will be equipped with a high strength magnet for removing metal that can be further recycled _____
- Magnet shall have the ability to swing out of the way when not in use _____
- Magnet shall be hydraulically adjustable to determine correct height above discharge conveyor and discharge conveyor should be able to raise/lower using the remote control to maximize metal/ferrous separation and recovery _____

Shaft:

- Shredder shall be a Single shaft design minimum of 9'10" long _____
- Shaft is variable speed, variable torque with automatic reversing to allow for the shredding of the most difficult materials _____
- Shaft will have a maximum of 38 RPM with minimum diameter 41" _____
- Shaft will automatically reverse when a contaminant needs to be cleared or Rotor needs to clean material wrapping around it _____
- Teeth shall be easily exchanged and mounted on the shaft with one bolt per tooth. Teeth should be reversible _____
- Safety feature that stops the Shredding Rotor after three successive attempts to shred an unshreddable product such as an engine block or I-beam shall be incorporated into the Shredder control panel and remote control, uncrushable object to be easily removed from ground level by opening a hydraulic counter comb door and uncrushable object should drop out onto the ground without any lifting from operator _____
- To obtain a determined particle size, the shredder will be equipped with a hydraulically controlled counter comb door and Teeth which interfaces with the Shredding Rotor, by adjusting the relative position of the counter comb door teeth and Rotor teeth the product size can be adjusted from 6" minus to 24" minus _____

Hopper:

- Fully hydraulic and fully adjustable hopper walls. _____
- Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials _____
- Hopper in combination with machine design build concept shall help to minimize dust and debris _____

Comply
Yes/No

Remote:

- Operator shall be able to start/stop the machine during working mode from the remote control _____
- Operator shall be able to move the machine using the remote during the working day _____
- Operator shall be able to adjust conveyor discharge height using the remote control during operations to minimize jams and maximize production especially when using the magnet _____

Programs:

- Machine shall have 8 standard program settings that can be freely selected based on type of material and a 9th program setting that can be customized. Program includes the cleaning cycle to clean the rotor of material wrapping around it like household wiring, plastic truck tarps, Agricultural plastic sheeting, etc. The Cleaning cycle should remove this material wrap safely and efficiently as the machine runs automatically during the working day _____

Feedstocks:

- Machine should be easily capable of processing multiple types of input material with no modification to machine other than countercomb position to determine the required output size. Input materials to be shredded include C&D, MSW, mattresses, couches, box springs, carpets, Tires including car and truck tires, plastic kiddie toys, etc. without jamming, bridging or ejecting material in a dangerous manner _____

Safety Features:

- Minimum four (4) emergency stop buttons (incl. remote) _____
- Fire extinguisher _____

Shredder shall be delivered ready for use and be a 2016 model with less than 48 hours on tachometer. Unit to be latest factory design and incorporate all options as above. _____

All deviations that do not comply with these written bid specifications must be explained in detail on the following sheet so that the County can determine if it fulfills the requirements for use as a Landfill Shredder. _____

DATA SHEET

Exceptions:

Vendor Name: _____

Signature: _____

Date: _____

RETURN WITH BID PROPOSAL

All bidders shall provide a lists of at least (3) parties using the make of solid waste shredder in a similar application as being considered by the County. This list shall identify the make and model of the unity in operation, the year the unit began operation, the name of the program/project using the shredder, the name of the contact person for the program/project and the telephone number of the contact person.

1. _____
PROGRAM NAME

CONTACT PERSON

Make/Model	Year
------------	------

TELEPHONE NUMBER

2. _____
PROGRAM NAME

CONTACT PERSON

Make/Model	Year
------------	------

TELEPHONE NUMBER

3. _____
PROGRAM NAME

CONTACT PERSON

Make/Model	Year
------------	------

TELEPHONE NUMBER

VENDOR'S NAME _____

Bidder's Name

Address

City State Zip

Telephone #

One (1) Solid Waste Shredder compliant with detailed specifications.

OPTION #1 - 2ND Year parts/labor warranty

PROPOSAL AND SIGNATURE PAGE

Purchasing Department
Madison County Purchasing Department
138 North Court Street.
Wampsville, NY 13163

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Madison and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I am authorized by my company to make this commitment.

Provide a 2016 Low Speed, High Torque Solid Waste Shredder or Approved Equal.

Pricing: Refer to Bid Pricing Page(s).

Work Completion Date (after receipt of purchase order): _____

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

- No. _____ Dated: _____
- No. _____ Dated: _____
- No. _____ Dated: _____

Signature: _____
Printed Name: _____
Title: _____

Firm Name: _____ Contact person: _____
Address: _____ Phone _____

Purchase Order Address (if different than above): Fax Number: _____
_____ Federal ID Number: _____

E-Mail Address: _____

This page Must be Signed and Returned or your bid will be declared Informal!

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 _____, 2016

Notary Public

This page Must be Signed and Returned or your bid will be declared Informal!

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: _____

This page Must be Signed and Returned or your bid will be declared Informal!

**MADISON COUNTY
PURCHASING DEPARTMENT
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:** _____