



## COUNTY OF OSWEGO PURCHASING DEPARTMENT

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County Office Building • 46 East Bridge Street • Oswego, NY 13126  
315-349-8234 Fax 315-349-8308 [www.oswegocounty.com](http://www.oswegocounty.com)  
Fred M. Maxon, Purchasing Director

November 3, 2009

### LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00 p.m., Thursday, November 19, 2009** for the purchase of:

### MOBILE SCREENING PLANT

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. and online at [www.oswegocounty.com/purchasing](http://www.oswegocounty.com/purchasing). Bids will be publicly opened and read aloud at the above date, time and place.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Fred M. Maxon  
Purchasing Director

**INFORMATION FOR BIDDERS**  
**SECTION 1 - GENERAL CONDITIONS**

BIDS MUST BE SUBMITTED TO THE OSWEGO COUNTY PURCHASING DEPARTMENT MARKED IN A SEALED ENVELOPE AS FOLLOWS: **BID #39-09 – MOBILE SCREENING PLANT.**

THESE SPECIFICATIONS ARE DEEMED TO BE MINIMUM STANDARD FOR THE PURPOSE FOR WHICH THE EQUIPMENT IS TO BE USED, BUT ALTERNATE BIDS EQUAL TO OR SUBSTANTIALLY COMPLYING WITH THE SPECIFICATIONS AND STATING THE POINTS OF VARIANCE IN DETAIL ARE INVITED AND SHALL BE CONSIDERED WHENEVER SUCH ACTION IS IN THE BEST INTEREST OF THE COUNTY. POINTS OF VARIANCE FROM THESE SPECIFICATIONS SHALL BE CLEARLY DEFINED BY THE BIDDER.

IT IS UNDERSTOOD AND AGREED THAT IN CASE THERE IS A QUESTION OF INTERPRETATION IN THE SPECIFICATIONS INCORPORATED HEREIN, THE COUNTY DOES EXPRESSLY HAVE THE RIGHT TO DETERMINE THE MEANING AND SHALL CONTROL THE DECISION AND SAID DECISION SHALL BE IN EVERY CASE BINDING AND FINAL.

The right is reserved to reject any and all bids in whole or in part, and to waive technical irregularities in bids; as may be deemed in the best interest of the County.

All prices and discounts are to be quoted firm against increase on an F.O.B. destination, freight prepaid, unless otherwise indicated.

The County is exempt from payment of manufacturers excise and all other taxes imposed by the Federal Government and/or the State of New York. Such taxes must not be included in the bid price. Exempt certificates will be executed upon request.

Each bidder must submit an affidavit of non-collusion signed by an officer of the company.

**Only bids from manufacturers and/or authorized dealers will be given consideration. Bidder or manufacturer must have an authorized service shop and parts department located within a fifty (50) mile radius of Oswego, New York adequate to service unit being bid.**

Bidders shall submit their standard guarantee, including the limit of their liability.

All standard items normally furnished by the vehicle manufacturer shall be furnished.

Equipment must be delivered strictly in accordance with specifications. If equipment is delivered with deviations or improper servicing, the bidder must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays and Holidays) after receipt of written notification from the County. Otherwise, the County may have the corrections made at the bidder's expense.

Each bidder must enclose detailed specification sheets listing all options and specifications being bid.

No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

Specifications and/or brand names of a certain manufacturer may be quoted in this bid. This is not to be construed as limiting the competition, because proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item and meets the County's needs will be given full consideration.

The bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County or its Division of Purchase that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the bidder to fulfill in every respect all the circumstances as a basis for any type of claim whatsoever for extra charges, for start up costs, or for the rendering of proper service hereunder. Further said claims for charges shall be without prejudice to the County or its Division of Purchase not honored by said County or Division of Purchase.

The parties hereto understand and agree that each and every provision of Law or clause required by Law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted said clause shall be deemed to have been inserted and shall have full force and effect of Law.

The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party and 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 agreed upon by the parties hereto in consideration of all applicable legislation.

- END OF SECTION 1 -

**SECTION 2 - INFORMATION FOR BIDDERS**

**RECEIPT AND OPENING OF BIDS**

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened.

Bids delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the bidder.

**BIDDERS' RESPONSIBILITY**

Bidders shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the bid.

**NON-COLLUSION**

Each bidder must submit an affidavit of non-collusion signed by an officer of the company.

**SPECIFICATIONS DISCREPANCY**

Should a bidder find a discrepancy in, or omissions from the specifications, requirements for contract, or bid form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Department, who will send written instructions to all bidders. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders. The County will not be responsible for any oral instructions.

**CONTACT INFORMATION**

Technical questions regarding this bid should be directed to Kurt Ospelt, Superintendent of Public Works, at (315) 349-8331.

**REJECTION OF ACCEPTANCE OF BID**

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired, and to accept the bid, which in the judgment of the County is deemed the most advantageous for the public and the County. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection. In the event of default of the successful applicant, or his refusal to enter in to a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

**EXECUTORY CLAUSE**

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County for said purposes and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

**PRICING**

All prices and discounts are to be quoted firm against increase and shall include freight and delivery to the County's highway facility in Parish, NY 13131.

**MATERIALS QUALITY**

All equipment supplied by the vendor must be new, unused, and of first quality. No rejects, seconds, or otherwise imperfect or low quality items will be acceptable. Any equipment supplied by the vendor that is not in accordance with the specifications or it otherwise unsatisfactory, in the opinion of the Department, may be retained and, if necessary, used until it is replace with new and acceptable apparatus.

**TESTING**

The selected mobile screening plant must be set up, field tested, and approved by the Public Works Department upon delivery.

**TRAINING**

The successful bidder shall provide training for all end-users on the proper, safe operation of the equipment, and use of all manufacturer supplied manuals.

**WARRANTY**

All equipment and components of the mobile screening plant shall be covered by the manufacturer's standard warranty. Bidder must include the manufacturer's brochures and detailed specifications sheets with the bid.

**METHOD OF PAYMENT**

Upon final acceptance of the equipment by the County, the vendor shall promptly send an invoice to the Oswego County. Payment will be made within 30 days following acceptance of the product and approval from the Public Works Department. The County of Oswego is tax-exempt.

- END OF SECTION 2 -

**SECTION 3 - SPECIFICATIONS**

The following are minimum specifications for the purchase of one Mobile Screening Plant:

- HOPPER CAPACITY: Belt feed, 7 cubic yards
- PRODUCTION: Maximum 300 TONS PER hour, continuous
- BELT FEEDER: Continuous belt feed hopper with two-ply 26" wide conveyor belt. Vulcanized belt joint, 4" troughing rollers on maximum 4" centers. Variable speed drive.
- REJECT GRID: 4" grisly hydraulic tipping grid
- MAIN CONVEYOR: The conveyor belt is two-ply 26" wide and carries the raw material from the feeder to the screen unit. Vulcanized belt with 4" troughing rollers on 4' centers.
- SCREEN UNIT: Two deck 4ft. x 8ft. four bearing type giving three-way separation of raw material. Welded or woven (square or elongated) or speedharp screens can be fitted. These screens are end tensioned on 8x4 screen units. 1.5 square top deck, 8 millimeter harp deck.
- POWER UNIT: The power unit to consist of a minimum 50HP diesel engine, tandem pump, two single bank hydraulic control valves and one triple bank hydraulic control valve. Diesel tank capacity 20 gallons.
- TRANSPORT: Screening plant to be fitted with a single axle. The design incorporates 5<sup>th</sup> wheel kingpin, a detachable tow bar for onsite movement and hydraulic jacking legs to increase portability. Transport width 8' 2"; transport height 13' 6".
- COUPLING: The Diesel/Hydraulic must have horsepower and hydraulic capacity to run one (1) 40' conveyor.

- END OF SPECIFICATIONS -

**VENDOR BID REPLY SHEET**

Sealed bids are due at **2:00 p.m Thursday, November 19, 2009** at the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the PURCHASE of one **Mobile Screening Plant** as recited in the specifications and offers to furnish the following equipment for the NET COST OF:

\$ \_\_\_\_\_ (US Dollars)

YEAR/MAKE/MODEL/YEAR \_\_\_\_\_

POST-WARRANTY MAINTENANCE \_\_\_\_\_ /HOUR

PARTS MARKUP \_\_\_\_\_ %

AVERAGE RESPONSE TIME \_\_\_\_\_

WARRANTY INFORMATION: \_\_\_\_\_

DEVIATIONS FROM BID SPECIFICATIONS: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

The under signed declares that he has examined the Notice, Information, Specifications and Proposal and will furnish equipment, materials or services in compliance with same for the price set forth.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

( ) / ( )  
Telephone Number / Fax

**NON-COLLUSIVE BIDDING CERTIFICATION**

**General Municipal Law § 103-d**

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that 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 this 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;
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- (b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

**VENDOR INFORMATION REQUIREMENTS**

IN ADDITION TO THE INFORMATION SUPPLIED ON THE BID SHEET, PLEASE COMPLETE THE FOLLOWING, WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

DELIVERY WILL BE MADE \_\_\_\_\_ DAYS A.R.O.

SEND ORDERS TO:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

INVOICES WILL BE FROM:

Address: \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT IN REFERENCE TO CONTRACT:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

WARRANTY SERVICE WILL BE PROVIDED BY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

ANY SPECIAL ORDERING INFORMATION: \_\_\_\_\_

SALES REPRESENTATIVES WHO WILL SERVE OSWEGO COUNTY AREA:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**NON-BIDDERS RESPONSE**

The Oswego County Purchasing Department is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the above address.

- \_\_\_\_\_ 1. Unable to bid at this time, but would like to receive future bid requests.
- \_\_\_\_\_ 2. Items or material not \_\_\_\_\_ manufactured, \_\_\_\_\_ distributed, \_\_\_\_\_ stocked, \_\_\_\_\_ furnished.
- \_\_\_\_\_ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- \_\_\_\_\_ 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 5. We cannot meet the time of delivery of items or materials specified.
- \_\_\_\_\_ 6. Insufficient time allowed for preparation and submission of bid.
- \_\_\_\_\_ 7. Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may remove our name from the bid list for:

\_\_\_\_\_ This Commodity Group      \_\_\_\_\_ This Item or Material      \_\_\_\_\_ All Bids

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

(\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number