

May 3, 2008

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:00 p.m., Tuesday, May 20, 2008** for the **Purchase** of:

2008 NEW & UNUSED ASPHALT FINISHER

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. Bids will be publicly opened and read aloud at the Purchasing Department 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 #11-08 – 2008 New & Unused Asphalt Finisher**

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.

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** -

BID #11-08

BID SPECIFICATIONS FOR ONE (1) 2008 NEW AND UNUSED ASPHALT FINISHER WITH OR WITHOUT TRADE

DESCRIPTION:

The purpose of this specification is to describe a new and unused 2008 diesel powered, hydrostatically driven, asphalt finisher. The unit bid must be a current production model specifically designed to receive all types of hot or cold plant mixed bituminous paving material and to spread and compact the material that is being laid in varying depths ready for rolling.

The paver shall be U.S. manufactured, and the successful bidder must provide the County with a 2008 Manufacturer's Statement of Origin upon delivery.

SIZE OF PAVER:

The basic finisher shall weigh not less than 39,000 pounds with extendable screed equipped for basic 10' paving and be capable of laying a mat of material up to nineteen feet, six inches (19'6") wide, hydraulically extended without fixed extensions.

ENGINE:

The paver shall be powered by a four-cycle, six-cylinder, turbo-charged, liquid cooled engine rated by its manufacturer at 224 HP at 2,200 RPM.

The engine shall be transverse mounted, providing efficient airflow that exits the right hand side of the paver. The turbocharged engine shall not be derated until the altitude is greater than 7,000'.

Engine accessories shall include an efficient dual-stage, dry-type air cleaner, fuel filter and water separator. The electrical starting system shall be 24 volt with two batteries and a 100-amp alternator.

GENERATOR/AUXILIARY POWER PANEL:

A high capacity, industrial, single-phase, hydraulically driven generator shall be integrated within the machine frame and not on the operator's deck. This unit shall be capable of providing up to 20kw. Circuit breaker protection and an internal electrical voltage regulation provide reliability. The machine should also be equipped with an auxiliary power panel allowing simultaneous use with the electric screed. Being deck mounted for easy access, providing (4) 120 volt receptacles and (2) 240 volt receptacles and should be protected with ground fault circuit interruption. The auxiliary power panel can allow night time paving or to operate other jobsite tools.

PROPULSION SYSTEM:

The propulsion system shall be closed-loop, hydrostatically drive. The wheel-type undercarriage system shall consist of two dual-path hydrostatic pumps. The pumps shall drive fixed displacement motors that drive two-speed planetaries.

Two speed ranges shall be available for the paver. The PAVE mode shall range from 0 to 91 mph (300 fpm) and TRAVEL mode shall range from 0-14 mph.

The paver speed control shall include a variable speed control system allowing the top speed to be set. The propel lever shall provide speed control within the speed range.

A decelerator pedal at each operator station that provides dynamic braking without decreasing the proper speed setting. A backup alarm shall emit an audible alarm whenever the paver is placed in reverse.

FRONT WHEEL ASSIST (4 WD)

The unit bid shall be equipped with front wheel assist, or hydrostatic drive at the rear bogie wheels.

WHEEL UNDERCARRIAGE:

The wheel undercarriage includes two, 16-ply 18.00 x 25 drive tires and four sets of 16" x 22" solid rubber steering tires. A steering assist feature improves maneuverability in turn by slowing the drive speed on one side of the undercarriage, while increasing the speed on the opposite side according to the steering commands.

BRAKING:

In addition to the dynamic braking action inherent in the hydrostatic propulsion system specified herein, the machine shall be equipped with a secondary spring-applied, hydraulically released brake. A brake interlock shall prevent driving through and damaging the brakes. The brake interlock shall neutralize the propel pump. The propel lever must be positioned in the neutral detent to unlatch the interlock. The brake system shall meet SAE J1472 and EN 500.

ELECTRICAL SYSTEM:

The electrical system shall be 24 volt and include a master switch located on the left side of the machine, in the lockable compartment. Two 12-volt maintenance-free batteries shall provide the electrical supply. The electrical system shall provide 1400 cold cranking amps at -18 degrees C (0 degrees F). Circuit breakers that can be reset shall be provided for electrical circuits. The circuit breakers shall be located behind a removable panel located on the front side of the center console. **An emergency shutdown switch shall be accessible from ground level.** The switch shall be located on the left side of the machine near the back of the hopper.

An electronic monitoring system (EMS-III) with horn and light indicators shall be provided for system voltage, engine temperature, operator error, hydraulic oil level, propel system, charge filter, material feed and screed plate heat. A single machine controller shall provide calibration for the propel system and the feeder system. Wiring shall be nylon braided wrapped and soldered connection points.

Wiring shall be numbered every 50 mm (2”) and color coded for troubleshooting. The terminals shall be m olded to the wires.

OPERATOR STATIONS:

Dual operator stations with adjustable suspension seats shall be provided. Single moveable consoles are unacceptable. The seats shall be multi-positional and shall swing out beyond the machine frame when paving wider than 10’ providing visibility while joint matching or working near existing objects. The steering controls shall move with the operator and shall always remain in the same relative position. The operator consoles shall have a lockable vandal cover. The operator seats shall be adjustable forward, backward and include armrests and a 3” side retractable seat belt.

CONTROLS AND INSTRUMENTATION:

The dual operator stations shall each have a fully equipped operator console that includes: steering wheel, ground speed indicator (feet per minute gauge), auger raise/lower switch, hopper raise/lower switch, left and right feeder auto/off/ manual switch, manual auger control switch, screed vibrator switch, engine start switch, propel forward/reverse control lever, pave/travel and maneuver selection switch, horn, maximum speed control dial, secondary brake switch, screed lift switch up/down, extender in/out switches and engine speed switch.

The center control console includes the power switch, left and right console selection switch, hazard light switch, working light switch, generator switch, screed counterbalance switch and the horn button. Analog gauges are provided for engine coolant temperature, engine oil pressure, hydraulic oil temperature and fuel level. A digital display provides engine rpm, service code information, hour meter, gear selection and meter per minute (feet per minute).

The machine shall also emit an audible warning if abnormal conditions occur in the hydraulic oil temperature, hydraulic oil level, engine oil pressure, and engine coolant temperature.

VENTILATION SYSTEM:

The paver can be equipped with an optional ventilation system to remove asphalt gas, vapors, and fumes from the auger chamber area. The system shall consist of a hydraulically driven exhaust fan that draws gas, vapors and fumes through ducts at the rear of the paver that are directly above the auger chambers. The gas, vapors and fumes shall be vented through the exhaust stack on the platform. The ducts shall be formed by adding sheet metal to the top of the feeder tunnel creating a channel.

The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced. The ventilation system components shall not block or hamper visibility to the auger chamber area.

MATERIAL HANDLING SYSTEM:

The paver shall have a 214 cu. ft. hopper capacity with a 10’6” truck entry width. The hopper shall have power dumping controlled from the operator stations, with heavy-duty flashing made of a durable high strength plastic to prevent spillage.

Material feeders shall have independent drives mounted outboard of the mainframe side plates to minimize the width of the center chain cover. Two variable displacement pumps shall drive the feeders. The pumps shall drive two fixed displacement motors that drive the planetary gearboxes. The planetary gearboxes shall drive heavy-duty chains that are attached to the feeder head shafts. The feeder chain shall be a heavy-duty roller bushed chain with forged steel flight bars.

The feeder drag pans shall be replaceable and made of a 360-400 brinell abrasion resistant material. The material feed augers shall be 406 mm (16") diameter, bolt on, cast NI-hard steel hemi-screws with a 304 mm (12") pitch. Two variable displacement pumps shall drive augers. The pumps shall drive two variable displacement motors. Each chain shall be housed in a single, center chain drive box.

The auger height shall be hydraulically adjustable 7.6". A switch on the operator control consoles shall adjust auger height. The auger/feeder control system shall be fully proportional using paddle or sonic material feed sensors. The sonic sensor sensitivity shall be adjustable. Manual control of the feeder/auger system shall be provided at the two main screed control boxes and each screed extension control box.

Auger/Feeder control sensors monitor material level in front of screed and proportionally control material feed to maintain desired level of mix ahead of screed.

STEERING:

The steering system shall be electric over hydraulic dual-path differential steering for precise machine control. The steering function shall be independent or propel speed. Closed-loop steering shall be required to provide straight-line tracking. The system shall consist of three (3) steering selections: pave, travel and maneuver. The MANEUVER mode shall provide a turning radius of less than 1.5m (5').

HYDRAULIC SYSTEM:

The hydraulic reservoir shall be common to the propulsion, material handling and auxiliary systems. A 10-micron intake filter with individual filters on the main hydraulic system shall filter the hydraulic oil. An air-to-oil heat exchanger shall be provided.

Hydraulic pressure checkpoints with quick-disconnect pressure taps shall be provided on the propel circuit. The hydraulic connections shall include an O-ring face seal design.

QUICK HITCH:

The front end of the main frame of the finisher shall be equipped with an approved truck hitch. The truck hitch shall be capable of engaging and holding any loaded truck in position while dumping into the hopper. The truck hitch will be mounted to the finisher so as to pivot at the front center of the finisher to keep any truck centered at the pivot point.

EXTENDABLE SCREED: (Electric Screed Heat)

The hydraulically extendable screed shall incorporate rear mounted extender sections and be capable of variable paving widths to 19'6" and depths of 1/2" to 8" without fixed extensions. The left and right extending screed sections shall also be equipped with on the go sloping ability to a maximum of 14 degrees from the horizontal.

Sloping, height and crown adjustments shall be accomplished by electric motors, with a crank handle available as backup.

The forward and rear screeds, per New York D.O.T. requirements, shall be of the same design, not less than 18" wide, and construction of highly abrasive alloy steel, to insure the same heating, strike-off and/or compaction capabilities as the main screed. The screed shall also be capable of accepting fixed extensions, if required at a later date, to allow paving to 24" wide.

Both rear screeds (left and right), shall be equipped with electric plate heating and screed consoles mounted on extenders with controls for feeder off/on: warning horn, feeder gain switch, and facilities for control of screed extenders. Both the forward and rear screeds shall be vibrating type screeds, hydraulically driven vibrating mechanism, capable of 0-2600 cycles per minute. Both the forward and rear screed shall have electric ignition for easy start up. The main screed shall also have minimum crown capacity at the middle of the main screed from 1' negative to 3" positive. Step platforms shall extend the full width of the screed in its extended position, with handrails for the center 10' section.

GRADE & SLOPE CONTROLS:

The finisher shall be equipped with proportional grade and slope controls operating with a 30' traveling grade reference. The controls will provide full proportional control for both longitudinal and transverse slope when operating from one reference. Controls shall be functional from either side.

LIGHTING PACKAGE:

Light package shall consist of four variable position sealed-beam floodlights, two mounted forward and two mounted rearward and a rotating amber beacon with mounting post shall be provided.

WASHDOWN SYSTEM:

The washdown system includes a retractable hose reel, spray wand with a 30' available hose.

VANDAL PROTECTION:

The access covers and panels shall have lockable latches. The operator consoles shall have a lockable cover. The batteries shall be enclosed in a lockable compartment. The fuel fill point shall have a lockable cover.

PAINT:

The finisher shall have at least two (2) coats of high-grade enamel applied over clean shot blasted surfaces for maximum rust protection and durability. The paint shall meet the ASTM D610 for corrosion. The paint shall meet the ASTM D1014 for color and gloss retention. Low solvent, lead free paint shall be used for prime and finish coats.

SPECIAL EQUIPMENT:

The finisher shall be furnished with all necessary special service tools, recommended by the manufacturers, satisfactory lever type hand operated grease gun, a complete illustrated repair parts list. Bidder will also provide an operator's instruction and maintenance manual. The manual will describe in writing and with descriptive pictures, the proper operation maintenance and overhaul of the finisher bid.

SALES LITERATURE:

Each bidder shall attach to his bid, illustrated catalog, data sheets with manufacturer's complete printed specifications and warranty covering each class or type of equipment covered by the bid. Detailed specifications or prints of the Extendable Screed must also be included. This material shall show reasonable evidence of having been printed before publications of the bid notice and shall be sufficiently detailed to permit proper evaluation of the bid.

TRADE-IN: Shall be bid with and without trade.

OS-211 - 1989 Barber-Greene Paver Model BG260, Serial #BG260B811 with 7,143 hours. Extendable screed capable of variable paving widths to 19'6".

May be seen at the Scriba Highway Garage by calling Gary Cotton at 349-3441.

End of Specifications

NON-COLLUSIVE BIDDING CERTIFICATION

BID #11-08

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; and
- (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 therefor. 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

BID #11-08

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: (_____) _____

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

Bid #11-08

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 bidder's list. If you are NOT submitting a bid on 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 proposals.
- 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

Telephone Number