

April 8, 2009

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, Friday, April 24, 2009** for the purchase of:

**STRUCTRAL PLATE PIPE ARCH - CP #180**

Specifications are available at the Purchasing Department at the above address during regular office hours or online at [www.oswegocounty.com/purchasing](http://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 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 #12-09 Structural Plate Pipe Arch**

These specifications are deemed to be minimum standard for the purpose for which the equipment/material 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.

Should a Vendor find a discrepancy in, or omissions from the specifications, requirements for contract, or bid forms, or be in doubt as to their meaning, the Vendor shall at once notify in writing the County Purchasing Director. If deemed necessary by the Purchasing Director, written instructions will be sent to all Vendors. All such addenda shall become a part of the contract and all Vendors shall be bound by such addenda, whether or not received by the Vendors.

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.

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

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 manufacturer(s) may be quoted in this bid for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. This is not to be construed as limiting the competition or excluding bids. Proposals by manufacturers and distributors of other equipment that equals or exceeds the performance of the specified item will be given full consideration.

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

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 – SPECIAL CONDITIONS**

#### **Bid Award**

The award will be made to the bidder who submits the lowest responsible and responsive bid meeting all specifications. The County reserves the right to award in any configuration deemed to be in the best interest of the County.

#### **Deviations**

Any deviations from bid specifications must be noted with bid.

#### **Pricing**

All prices and discounts are to be quoted on an F.O.B. delivered basis, unless otherwise indicated in the bid sheet. The County reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. Excessive is defined as exceeding the original estimate by more than twenty-five (25) percent.

#### **Delivery**

Delivery of all materials must be made to the Oswego County Highway Garage, located at 24 Dill Pickle Alley, Parish, NY 13131.

#### **Materials Quality**

All materials delivered by the Contractor are to be new, unused, and first quality meeting ASTM standards. No rejects, seconds or otherwise imperfect or low quality material will be acceptable. Any material delivered by the Contractor which is not in accordance with the specifications or is otherwise unsatisfactory, in the opinion of the Department, may be retained and, if necessary, used until it is replaced with satisfactory material.

#### **Method of Payment**

Payment shall be made at the Contract price for the actual quantities or material furnished and verified by the receiving agency. A delivery slip stating quantities shall accompany each shipment. An invoice shall be sent promptly by the Contractor to the agency placing the order.

#### **Bidder's Responsibility**

Bidders shall carefully examine the terms of this proposal and shall judge for themselves all the circumstances and conditions affecting their bid proposal. 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 conditions of this proposal.

### **Cancellation**

This contract may be cancelled by either party with good cause (not in an arbitrary or capricious manner) stating the reason for such cancellation. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.

### **Requirements of Contract**

The Contract requirements as well as the statements and specifications that accompany the bids which are accepted by the Owner, shall be in such form and contain such terms and conditions as approved by the Owner's Attorney.

### **Cities, Towns and Villages**

The Contractor agrees to supply the Cities, Towns and Villages in Oswego County, who desire, according to the terms and conditions of these specifications at the same unit prices.

**END OF SECTION 2**

**BID #12-09**

**SPECIFICATIONS FOR STRUCTURAL PLATE PIPE ARCH**

Materials: The structural plate pipe arch shall be 3 gauge galvanized steel meeting the requirements of AASHTO M-167 and Section 12 of the AASHTO Standard Specification for Highway Bridges, as manufactured by Lane Enterprises, Inc.

The steel structural plates shall have 6" x 2" corrugations and shall be punched with bolt holes before galvanizing. Galvanizing shall conform to ASTM A123 and shall be a minimum 3 oz. per square foot in coating weight total of both sides. Bolts shall be 3/4 inch diameter conforming to ASTM A449. The nuts will be 3/4 inch diameter, heavy hex, conforming to ASTM A563 grade C. Both bolts and nuts will be galvanized to ASTM A153.

Any cutting, welding, or special fabrication will be done to the plates before galvanizing.

<u>Quantity</u>	<u>Description</u>	<u>Gauge</u>	<u>Length</u>
2	14'1" x 8'9" structural plate pipe arch	3	52' ea.

End of Specifications

**Bid #12-09**

**VENDOR BID REPLY SHEET**

Bids are due at **2:00 p.m., Friday, April 24, 2009** at the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York 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 **Structural Plate Pipe Arch** as recited in the specifications:

\$ \_\_\_\_\_ each x 2 = \$ \_\_\_\_\_

Deviations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery \_\_\_\_\_ days

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

Further, I have received and considered the following addenda to this bid:

No. \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
Title Address

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

\_\_\_\_\_  
Date Telephone Number / Fax

**NON-COLLUSIVE BIDDING CERTIFICATION**

**Bid #12-09**

**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.

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Company

Type or Print Name

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Date

Title

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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

**RESOLUTION FOR CORPORATIONS ONLY**

Resolved that \_\_\_\_\_  
(individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

**Bid #12-09 Structural Plate Pipe Arch**

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

\_\_\_\_\_

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_  
\_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is still in force on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Secretary

(Seal of Corporation)

