

April 26, 2010

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:30 p.m., Thursday, May 13, 2010** for the **PURCHASE** of:

**GUIDE RAIL**

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](http://www.oswegocounty.com).

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

Fred M. Maxon  
Purchasing Director

**BID #19-10**  
**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 #19-10 – GUIDE RAIL**

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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.

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No bid may be withdrawn for forty-five (45) days subsequent to bid opening date.

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 #19-10**  
**INFORMATION FOR BIDDERS – SPECIAL CONDITIONS**  
**SECTION 2**

**Bid Award**

The award will be made to one vendor based on the total quantities purchased during the last twelve (12) months. Vendors must bid all items described in the attached specifications in order to be considered for the bid award.

**Pricing**

All prices and discounts are to be quoted firm against increase on an F.O.B. delivered basis, unless otherwise indicated in the bid sheet.

**Delivery**

Delivery of all materials must be made within thirty (30) days after receipt of orders.

**Materials Quality**

All materials delivered by the Contractor are to be new, unused, and first quality. 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.

**Quantities**

Quantities shown on the Bid Sheet are based on the last twelve (12) months purchases and are approximate only. The quantities shown are not commitments to purchase. The contract shall be for the quantities actually ordered during the contract period.

**Purchase Orders**

Purchase orders will be placed on an as needed basis during the one (1) year contract period.

**Cancellation**

This contract may be cancelled by either party with good cause (not in an arbitrary or capricious manner) during the term of the Contract upon sixty (60) days written notice, 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.

**Contract Period and Renewals**

The term of the Contract shall be effective June 1, 2010 through May 31, 2011 and may be renewed for one (1) additional year, at the same terms and conditions and bid price by mutual agreement between both parties.

**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 #19-10**

**SPECIFICATIONS AND BID SHEET FOR GUIDE RAIL**

<b><u>QTY. PURCHASED LAST 12 MONTHS</u></b>	<b><u>NEW GUIDE RAIL</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
12,000'	Galvanized Guide Rail	_____ ft. 12 ga.	_____
0	Galvanized Guide Rail (radius less than or equal to 15')	_____ ft. 10 ga.	
2,200'	Galvanized Box Beam Guide Rail	_____ ft.	_____
500	Galvanized Box Beam Guide Rail (205.25' Radius)	_____ ft.	_____
25	Galvanized Box Beam Guide Rail (30' – 100' Radius)	_____ ft.	_____
10	Galvanized End Section – Detail “N” End Section, per NYS Std. Sheet 606-33	_____ ea. 10 ga.	_____
10	Typical Terminal Rail, per NYS Standard Sheet 606-33	_____ ea. 10 ga.	_____
10	Typical Terminal Rail, per NYS Standard Sheet 606-33	_____ ea. 12 ga.	_____
10	Typical End Treatment for Driveways, per NYS Standard Sheet 606-33	_____ ea. 12 ga.	_____
1400	3” Posts	_____ ea. 12 ga.	_____
0	6” Posts	_____ ea. 12 ga.	
25	W6 x 9 x 7' long heavy post with soil plate per BD-RL4E	_____ ea.	_____
10	S3x5.7x7' long transition post with soil plate per BD-RL4E	_____ ea.	_____
50	8”x 6” x ¼” galvanized tube 6” long per BD-RL3E	_____ ea.	_____
160	¾” x 7-1/2” carriage bolts with hex nut and Flat Washer & Lock Washer per BD-RL3E	_____ ea.	_____

500	5" x 3-1/2" x 3/8" x 4-1/2" long shelf angle per BD-RL3E	_____	ea.	_____
8	2 – 4" x 3" x 1/4" Angles with 2 – 3/4" x 4-1/2" long Bolts for end posts, per Section A sheet 606-33	_____	ea.	_____
8	3/4"x7-1/2" Fully threaded bolt (A325) with 2 flat washers and heavy hex nut, per BD-RL4E	_____	ea.	_____
100	Splice Plate Assembly with applicable nuts & bolts, per NYS Std. Sheet 606-04	_____	ea.	_____
8	Type I End Assembly, per Std. Sheet 606-04	_____	ea.	_____
8	Type II End Assembly with anchor posts, 3/8" x 9 1/2" bolt, nut & washer, per NYS Std. Sheet 606-04.	_____	ea.	_____
25	Splice tube (A), per BD-RL4E	_____	ea.	_____
25	Splice tube (B), per BD-RL5E	_____	ea.	_____
10	Splice tube for turn back, per BD-RL5E	_____	ea.	_____
500	3/8" x 7" hex bolt with nut & washer (ASTM A325), per BD-RL3E	_____	ea.	_____
600	1/2" x 1-1/2" hex bolt with nut & washer (ASTM A325), per BD-RL3E	_____	ea.	_____

**Used Guide Rail**

0	Galvanized Guide Rail – Used	_____	ft.	12 ga.
0	Painted Guide Rail – Used	_____	ft.	12 ga.
0	Used Guide Rail 6" Posts – Galvanized	_____	ft.	12 ga.
0	Used Guide Rail 6" Posts – Painted	_____	ft.	12 ga.
4000'	Used Box Beam 6" x6" rail	_____	ft.	_____

**Miscellaneous**

3600	5/8" x 1-1/4" Bolts & Nuts	_____	ea.	_____
2000	5/16" x 1-3/4" Bolts & Nuts	_____	ea.	_____

1000	1/2" x 1-1/2" Bolts with 2 Nuts	_____	ea.	_____
1000	1/2" x 1 1/2" Hex Head with washer and nut	_____	ea.	_____
1000	3/4" x 1 1/2" Hex Head with washer and nut	_____	ea.	_____

**TOTAL PRICE.....\$ \_\_\_\_\_**

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone #      /      Fax #

**BID #19-10  
GUIDE RAIL**

**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

**BID #19-10**  
**GUIDE RAIL**

**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

**Bid #19-10 Guide Rail**

**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 #19-10 Guide Rail**

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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Secretary

(Seal of Corporation)

**BID #19-10**  
**Guide Rail**

**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