



COUNTY OF OSWEGO
PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

February 17, 2010

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **2:00.p.m., Tuesday, March 16, 2010** for:

RENTAL OF HIGHWAY EQUIPMENT

Specifications are available in 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 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 # 8-10 - RENTAL OF HIGHWAY EQUIPMENT.

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.

Vehicles delivered shall comply with all applicable rules and regulations of the N.Y.S. Department of Motor Vehicles and shall be equipped with the safety standards currently required by Federal Motor Vehicle standards established by the National Traffic Safety Agency.

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.

All standard items normally furnished by the vehicle manufacturer shall be furnished. Vehicle must be delivered strictly in accordance with specifications. If vehicle 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. 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 - ADDITIONAL REQUIREMENTS – ALL LOTS

AWARD

Each Lot will be awarded separately to the responsible and responsive Vendor who submits the lowest bid. Separate awards may be made for daily, weekly or monthly rentals within each Lot. Vendors need not submit bids for all Lots.

EQUIPMENT CONDITION REPORT

A signed, written equipment condition report shall be provided to an authorized agency employee at the time of delivery. A similar written report shall be prepared at the time of pickup prior to removal. No equipment will be received or removed without this report. If, in the opinion of the authorized agency representative, the equipment as delivered does not meet the contract terms or is in a state of disrepair, it shall be returned and another will be delivered at the Contractor's expense.

EQUIPMENT CONDITION

Equipment shall be in good working order and be equipped with all OSHA required safeguards. Contractors shall make every effort to ensure that equipment provided includes as many safety-related options as practical. Equipment determined to be unsatisfactory by a County representative, shall be either returned to the Contractor or, if inoperable, shall be picked up by the Contractor at the Contractor's expense.

DELIVERY & PICKUP CHARGES

Charges for delivery and pickups shall be included in the equipment rental rate. Delivery of all equipment will be to Dill Pickle Alley, Parish, NY. Coordinate delivery Greg Potter at (315) 625-7551.

USE OF CONTRACT

It is not anticipated that the County will rent all equipment listed in this bid. The intent of these specifications is to establish a readily available source of equipment to be used as needed by the County and/or its resident municipalities.

CONTRACT EXTENSIONS

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

RIGHT TO MOVE EQUIPMENT

Agencies will have the right to move equipment at their own expense to locations different from the delivery point as long as the new location is within a region in which the same contractor received the award. However, although the pickup location may not be the same as the delivery location no additional delivery/pickup charges will be allowed except any charge for additional mileage.

AVAILABILITY OF EQUIPMENT

Contractors are expected to deliver equipment within forty-eight (48) hours of request. If equipment will not be available for delivery within that period, Contractor shall inform the agency at the time of request to allow the agency to locate an alternate source for the equipment.

HIGHWAY AND SPECIAL PERMITS

The Contractor is responsible for obtaining and payment of fees for all highway and other special permits that may be required for delivery.

EQUIPMENT OPERATORS

The County assures the Contractors that only employees of the specific renting agency who are safe, qualified, trained operators will be allowed to operate the equipment.

INSURANCE REQUIREMENTS

In the event of physical damage to rental equipment caused by accident or misuse of equipment by County personnel, necessary repair/replacement costs will be borne by the county agency renting the equipment and/or the County's insurance carrier. The County shall not be liable for damages caused by improper maintenance of the equipment by the Contractor or for reasonable wear and tear to the equipment occasioned by its proper, intended and normal use.

MONTHLY RATE

The monthly bid shall be for 22 consecutive business days and a maximum of 176 hours of use. For each hour of use in excess of 176, the Contractor shall be entitled to receive 1/176th of the monthly rate.

WEEKLY RATE

The weekly bid price shall be for 5 consecutive business days and a maximum of 40 hours of use. For each hour of use in excess of 40, the Contractor shall be entitled to receive 1/40th of the weekly rate.

DAILY RATE

The daily bid price shall be for 1 business day and a maximum of 8 hours of use. For each hour of use in excess of 8, the Contractor shall be entitled to receive 1/8th of the daily rate.

RATE APPLICATION

Whenever the length of time of the actual rental exceeds 21 consecutive business days the monthly rental rate shall apply and this better rate shall be used to calculate the charge for the entire length of time of the rental.

SERVICE REQUIREMENTS

MAINTENANCE AND REPAIRS

The Contractor shall be responsible for all costs and expenses to keep the rented equipment in good working condition and repair. The County shall be responsible for fuel, grease and tire repairs only. The Contractor shall provide verbal and written instructions to the County representative detailing the proper lubrication procedures for each rental unit. In addition, the Contractor shall provide the County with an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery. The Contractor shall inspect and service his equipment at intervals arranged with the used agency. He is responsible for all costs associated with his maintenance. The County will keep the Contractor advised where the equipment is located.

DOWNTIME

Deductions shall not be made for reasonable downtime as determined by the County. Reasonable downtime shall include time necessary for routine service (i.e., oil change) or minor repairs requiring less than one hour. Repairs other than routine service or minor repairs are to be performed by the contractor or arranged for by the contractor at no cost to the County. Equipment shall be considered “down” during these periods and the rental period extended accordingly, or a monetary adjustment satisfactory to the County shall be taken. Under normal rental conditions any piece of equipment that breaks down or is damaged shall be repaired or replaced within three (3) business days after notification by the County. Failure to make these repairs or make replacement or similar size and capacity will result in an assessment for liquidated damages of 1/22nd the monthly rental price bid per calendar day or delay until the equipment is repaired or replaced. This assessment shall apply regardless of the length of rental.

EMERGENCY SERVICE

The Contractor shall provide emergency service on an “as-required basis”. Emergency service shall be considered calls in addition to the scheduled preventive maintenance calls. All labor, travel costs, parts, and supplies will be the responsibility of the Contractor. In the event of physical damage to equipment caused by accident or misuse by County personnel, necessary repair/replacement costs will be borne by the agency renting the equipment. These costs are not to exceed the current labor rates and manufacturers suggested retail prices for charges for similar service to other government entities. All charges for repairs are to be broken down in detail on an invoice and presented to the user agency.

Emergency service shall be provided as for the normal work shifts of the agency’s project including emergency construction, repairs or cleanup. To ensure the County that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service. From the time of the call by the County, the Contractor has a maximum of eight (8) hours to begin actual repairs. The (8) hours shall be calculated as continuous work hours of the particular project on which the equipment is being used. If the project is being conducted on one or two eight-hour shifts then repairs must within eight (8) actual project working hours from the time of the call.

COUNTY INSURANCE RESPONSIBILITIES

The County agrees to protect the successful bidder with full insurance coverage, said insurance to cover damage occasioned by the fire, theft, flood, explosion, accident, or any other cause that may occur during the life of this transaction and to protect the successful bidder with general and/or public liability insurance coverage within the minimum statutory limits required by New York State for its intended use, if applicable. The County of Oswego will furnish a certificate of insurance to the successful bidder evidencing the applicable insurance coverage in force and shall maintain insurance on the equipment for the duration of any lease or rental. The County agrees to return the rented equipment in the same condition as when delivered to them, normal wear and tear expected. The County shall not, without advance written consent from the successful bidder, sublease or deliver possession of the equipment to any other person or entity.

RENTAL PERIOD

Rental rate shall be bid on a per day, per week and per month basis with price protection for the 2010 season. The rental rate providing the lowest cost for the County shall apply for the rental period. Rental will be based on the County needs and **shall not exceed a total of six (6) months.**

OTHER

Manufacturers descriptive literature/specifications shall be included with the bid. The successful bidder must furnish complete operating instructions.

DEVIATIONS

Any deviations from bid specifications must be noted with bid.

- END OF SECTION 2 -

**SECTION 3 - ADDITIONAL REQUIREMENTS FOR LOTS
WITH OPERATOR AND/OR GROUND PERSONNEL**

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County of Oswego, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or rights, or every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents.

INSURANCE

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises/Operations, Broad Form Contractual, and Personal Injury, with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

The required insurance policies shall be endorsed to include the County of Oswego as an additional insured. Also, the policies should include the provision that the issuing company or companies will notify the certificate of insurance holder, who shall be the Oswego County Attorney, 46 East Bridge Street, Oswego, NY 13126, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company or companies shall notify the certificate of insurance holder upon renewal of the policies.

CERTIFICATE OF INSURANCE

The Contractor shall have furnished to the Oswego County Attorney a certificate of insurance which shall evidence all of the above requirements of insurance, including Workers Compensation and Employers Liability Insurance. Said certificates must contain specific language so as to adequately advise the County of Oswego of the Contractor's compliance with the aforesaid requirements of insurance, including, but not limited to, specifically detailing the types, amount and duration of the insurance coverage and certifying that the issuing company or companies endorsed such policies as hereinabove required so as to include the County of Oswego as an additional insured and to notify the County of Oswego of any change diminishing coverage limits, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Oswego County Attorney.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Worker's Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law 103(a) and 103(b) and State Finance Law 139-1 and 139-B.

INDEPENDENT CONTRACTOR STATUS

The Contractor agrees that its relationship to the County of Oswego or any of its departments or units is that of any independent contractor and said Contractor covenants and agrees that it shall conform itself in a manner consistent with such status. The Contractor shall neither hold itself out as, nor claim to be, an officer or employee of the County, including, but not limited to, Workers Compensation Coverage, Unemployment Insurance Benefits, Social Security or retirement membership or credit.

OPERATOR & PREVAILING WAGE RATES

Operator and ground personnel to be a(n) employee(s) of the successful bidder and be trained to operate equipment bid.

Attention is called to the provisions for Equal Opportunity, minority and women-owned businesses, enterprises, and payment of not less than the minimum salaries, and wage in accordance with the applicable provision of the Labor Law of the State of New York (go to www.labor.state.ny.us for prevailing wage rate) must be paid on this project.

- END OF SECTION 3 -

LOT 2 - BACKHOE WITH 2,000 LB. HAMMER & 5,000 LB. HAMMER

Minimum Specifications For Rental Of One (1) Backhoe With Hydraulic Hammer:

It is the intent of these specifications to describe minimum standards for the rental of one (1) backhoe on tracks with 2,000 lb hammer and 5,000 lb hammer.

A. 2,000 lb Hydraulic Hammer

Carrier: 24,000 lb. class crawler excavator, 85 HP, maximum reach 26’.

Hammer: 2,000 lbs. of impact, 900 blows per minute.

B. 5,000 lb Hydraulic Hammer

Carrier: 55,000 lb. class crawler excavator, 163 HP, maximum reach 33’.

Hammer: 5,000 lb. of impact, 600 blows per minute.

**A. BACKHOE / EXCAVATOR WITH
2,000 LB. HAMMER**

**B. BACKHOE / EXCAVATOR WITH
5,000 LB. HAMMER**

Per Day \$ _____

Per Day \$ _____

Per Week \$ _____

Per Week \$ _____

Per Month \$ _____

Per Month \$ _____

Year _____

Year _____

Make/Model _____

Make/Model _____

Serial # _____

Serial # _____

Owner of Equipment: _____

Value of Equipment _____ (For Insurance Purposes)

DEVIATIONS FROM BID SPECIFICATIONS: _____

LOT 3 - CHIP SPREADER

Minimum Specifications For The Rental Of One (1) Hydrostatically Driven Self-Propelled Chip Spreader: Etnyre Heavy Duty 4WD, or approved equal. Rear hopper must be at least 114 inches wide with a minimum struck capacity of 3.1 cubic yards. Spread hopper must be 14 feet in width.

Per Day \$ _____ Per Week \$ _____ Per Month \$ _____

Type of Vehicle: _____
Year Make Model

Serial # _____

Owner of Equipment: _____

Value of Equipment _____ (For Insurance Purposes)

DEVIATIONS FROM BID SPECIFICATIONS: _____

LOT 4 – 65-TON ROUGH TERRAIN CRANE

Minimum Specifications For Rental of One (1) 65-Ton Rough Terrain Crane:

The crane shall be a minimum 65 ton capacity rough terrain hydraulic crane with approximately 110 feet of main boom, auxiliary winch, auxiliary single sheave boom nose, engine cold weather start package, cab heater, hook block and ball.

CRANE EQUIPMENT CONDITION REPORT

A signed written equipment condition report shall be provided to an authorized agency employee at the time of delivery. A similar written report shall be prepared at the time of pickup prior to removal. No equipment will be received or removed without this report. If, in the opinion of the Authorized agency representative, the equipment as delivered does not meet the contract terms or is in a state of disrepair, it shall be returned and another will be delivered at the Contractor’s expense.

Monthly Rental \$ _____

_____ Year Make Model

Serial # _____

Owner of Equipment: _____

Value of Equipment _____ (For Insurance Purposes)

DEVIATIONS FROM BID SPECIFICATIONS: _____

LOT 5 - PORTABLE PUGMILL PLANT

Minimum Specifications For Rental Of One Portable Pugmill Plant: Midland T6000, or approved equal.

Per Day \$ _____ Per Week \$ _____ Per Month \$ _____

Type of Vehicle: _____
Year _____ Make _____ Model _____

Serial # _____

Owner of Equipment: _____

Value of Equipment _____ (For Insurance Purposes)

DEVIATIONS FROM BID SPECIFICATIONS: _____

LOT 6 - DOUBLE DRUM ROLLER(S)

Minimum Specifications For Rental Of One (1) Or More 8 to 10-ton Double Drum Rollers: Ingersoll Rand DD110, or approved equal.

<u>VEHICLE #1</u>		<u>VEHICLE #2</u>	
Per Day	\$ _____	Per Day	\$ _____
Per Week	\$ _____	Per Week	\$ _____
Per Month	\$ _____	Per Month	\$ _____
Year	_____	Year	_____
Make/Model	_____	Make/Model	_____

Serial # _____

Owner of Equipment: _____

Value of Equipment _____ (For Insurance Purposes)

DEVIATIONS FROM BID SPECIFICATIONS: _____

VENDOR SIGNATURE PAGE

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the **Rental of Highway Equipment** as recited in the specifications and offers to furnish the equipment, materials or services for the prices(s) set forth.

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

No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

Type or Print Name

Company

Title

Address

Authorized Signature

Date

(_____) / (_____)
Telephone Number / Fax

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 (_____) _____

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-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

 Date

 Type or Print Name

 Title

 Authorized 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