

January 28, 2009

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until **2:00 pm., Friday, February 13, 2009** for the purchase of:

**TWO (2) OR MORE NEW  
75 CUBIC YARD CLOSED TOP EJECTOR TRAILERS**

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) 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 #2-09 Two (2) or More Closed Top Ejector 75 Cubic Yard Trailers**

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 to 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.

**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. 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.

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.

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.

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.

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 #2-09**

**SPECIFICATIONS FOR TWO (2) OR MORE NEW  
75 CUBIC YARD CLOSED TOP EJECTOR TRAILERS**

It is the County's intent to purchase three trailers depending on bid results and available funding.

<u>BODY TYPE:</u>	Steel
<u>LENGTH:</u>	38'6"
<u>WIDTH:</u>	96"
<u>SIDES:</u>	96" X 10 ga., 50,000 min. yield, last 72" 3/16"
<u>TOP RAIL:</u>	4" x 3" x 3/16" structural tube
<u>SIDE POSTS:</u>	6" x 10 ga. on 24" centers
<u>REAR POST:</u>	4" x 3" x 3/8" structural tube
<u>BOX BRACING:</u>	(1) one row each side / tripled last 8 posts
<u>CLEANER PL:</u>	Outside
<u>GRABBERS:</u>	Ground to center 67" Rear to front of grabber 10" with gate
<u>ROOF:</u>	10 ga. last 72" 3/16"
<u>ROOF POSTS:</u>	6" x 10 ga. on 24" centers
<u>ROOF BOXES:</u>	Triple row last 8 posts
<u>FLOOR:</u>	10 ga. front last 72" 3/16" 50,000# min. yield
<u>CROSSMEMBER:</u>	4" JR I-Beam 12" O.C.
<u>FLOOR GUIDE:</u>	4" x 3" x 1/4" Angle w/5" fabricated shelf
<u>BLADE:</u>	10 ga. w/ Mid cylinder mount
<u>CYLINDER:</u>	95-384 w/ Mid cylinder support
<u>TAILGATE:</u>	Dbl. Barndoor hinged curbside Ground to top of lower gate 70"

<u>BULKHEAD:</u>	No
<u>LADDERS:</u>	No
<u>CHASSIS:</u>	10" x 17# I-Beam rear to landing gear
<u>AXLES:</u>	TP 5" round, 5/8" wall, 25,000# capacity
<u>BRAKES:</u>	16-1/2" X 7" AIR W/ Haldex auto slack adjusters 4S/2M ABS brake system
<u>WHEELS:</u>	10 hole hub piloted
<u>RIMS:</u>	8.25" x 22.5" steel discs
<u>TIRES:</u>	11R22.5 16PLY
<u>SUSPENSION:</u>	REYCO 21-B, 52,000# capacity
<u>KING PIN:</u>	20"on a 3/8" pin plate
<u>FIFTH WHEEL HT.:</u>	49" Standard
<u>LANDING GEAR:</u>	Holland Mark V
<u>TIRE CARRIER:</u>	No
<u>LIGHTS:</u>	Petersen LED mounted in body
<u>FLAPS:</u>	I.C.C. no logo
<u>BUMPER:</u>	No / Tow hooks under frame
<u>OIL TANK:</u>	No
<u>OIL FILTER:</u>	No
<u>CONTROL VALVE:</u>	Yes
<u>HYD. FITTINGS:</u>	(1) 5100-S5-16B Pressure (2) 5100-S2-20 Return
<u>HYD. HOSES:</u>	No
<u>PAINT:</u>	Red

The delivered product must not display vendor advertising (on mud flaps, license plate frames, placards, signage, etc.). All such advertising must be removed prior to delivery. Vendor contact information for repairs and maintenance may be adhered to the product in a location visible to the operator. Manufacturer brand name, model, serial number, and other identification required by law, are not to be removed.

End of Specifications

**VENDOR BID REPLY SHEET**

**BID #2-09**

**(2) OR MORE NEW 75 CU YD CLOSED TOP EJECTOR TRAILERS**

Bids are due at **2:00 p.m., Friday, February 13, 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 the PURCHASE of **2 or More 75 Cubic Yard Trailers** as recited in the specifications and offers to furnish the following equipment for the NET COST OF:

_____	_____	_____	\$	_____	each
Year	Make	Model			

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

**BID #2-09**  
**Two (2) or More Closed Top Ejector 75 Cubic Yard Trailers**

**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 #2-09**  
**(2) or More Closed Top Ejector 75 Cubic Yard Trailers**

**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 #2-09**  
**(2) or More Closed Top Ejector 75 Cubic Yard Trailers**

**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