

Vendor Name _____

2015

CONTRACT PERIOD

04/02/2015 – 04/01/2016

Specifications and Proposal

~ for ~

**RENTAL OF VARIOUS PIECES
OF CONSTRUCTION EQUIPMENT**



**Livingston County
Highway Department**

~ RENTAL OF VARIOUS PIECES OF CONSTRUCTION EQUIPMENT ~
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January 2, 2015

Livingston County News
legalads@livingstonnews.com

Genesee Country Express
tribclassifieds@eveningtribune.com

Dear Sirs:

Kindly publish the following Notice under Legal Notices, in the next **two (2) consecutive** issues of your paper.

~ NOTICE TO BIDDERS ~

Sealed bids will be received by the County Administrator at the Livingston County Government Center, 6 Court Street, Room 302, Geneseo, NY 14454 until **10:30 a.m. in the forenoon (EST), February 10, 2015** for the following **Rental of Various Pieces of Construction Equipment** for the Livingston County Highway Department. All bids will be publicly opened and read on said date and time in Room 205 in said Government Center. Specification and bidding sheets may be obtained from the County Highway Department office located at 4389 Gypsy Lane, Groveland, NY 14462, (585) 243-6700 OR are available on-line at <http://www.livingstoncounty.us/hwy.htm> after January 12, 2015

Rental of Various Pieces of Construction Equipment (Annual Bid)

1. The official time for the receipt of bids will be the time shown on the time stamp located in the Board of Supervisors/County Administration area (6 Court Street, Geneseo, NY Room 302 – 3rd floor)
2. All bids must be accompanied by a non-collusion statement in order to be considered.
3. The County of Livingston reserves the right to reject any and all bids.
4. Livingston County is an Equal Opportunity/Affirmative Action Employer.

Don Higgins
County Highway Superintendent

Thank you.

Elaine D. Szöczei-Brehm
Highway Administrative Manager

Attention:

In a separate envelope please provide
8 copies
of the bid pages that you bid on.

**Staple the pages together in sets. Be sure
your Company name is on each set.**

Thank you!

Livingston County Highway Department

IMPORTANT

INSTRUCTIONS TO BIDDERS-EQUIPMENT RENTAL

- ▶ Please return the **COMPLETE** bid document only (not the prevailing wage rates)

- ▶ A copy should be made and retained for your files

- ▶ The following pages **MUST** be completed and/or **SIGNED**: Pages 8,9,19,21,23 ,24.

- ▶ A Certificate of Insurance **AND** an Additional Insured Endorsement is **REQUIRED** before an award

- ▶ Please review **Appendix C, Insurance Requirements BEFORE** submitting a bid to ensure your company can comply.

- ▶ The successful bidder(s) will be sent a final contract for signature after the bid(s) is/are awarded.

- ▶ **Prevailing Wage Rates Apply.** PRC#2014011522

All vendors submitting bids are required to conform to all current NYS prevailing wage laws. The County has applied for and has received a PRC number for this project. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document.

Current rates are available by calling the NYS Department of Labor at (585) 258-4505.

Current rates are available at the Livingston County Highway Department, 4389 Gypsy Lane, Mt. Morris, NY 14510

Current Rates are available as a separate document on the Livingston County website with this bid package. <http://www.livingstoncounty.us/hwy.htm>

BID FORM

Livingston County Highway Department

Purchase of Rental Equipment

THE UNDERSIGNED PROPOSES TO PROVIDE VARIOUS RENTAL EQUIPMENT as required by the County of Livingston as set forth in the enclosed bid. The successful bidder shall be obligated to furnish said services at the price set forth in his bid. The successful bidder shall be the person or Corporation submitting the lowest bid meeting all specifications.

COMPANY

ADDRESS

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

TELEPHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

SALES PERSON (PRINT)

CONTACT NUMBER

NON-COLLUSION BIDDING CERTIFICATE

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 there to 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.**

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME

ADDRESS

SIGNED BY

TITLE

DATE

TELEPHONE #

LIVINGSTON COUNTY HIGHWAY DEPARTMENT
4389 Gypsy Lane
Mt. Morris, NY 14510

GENERAL CONDITIONS *These General Conditions shall apply unless specific bid documents contain conflicting requirements.*

1. All proposals shall be made upon forms furnished by the County of Livingston and shall be contained in sealed envelopes addressed to Livingston County Administrator's Office, Livingston County Government Center, 6 Court Street, Room 302, Geneseo, NY 14454.
2. Form of proposal as issued by the County of Livingston shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions, or erasures, unless otherwise stated.
3. Bidder must submit with bid detailed specifications, circulars, and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The County of Livingston reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and the bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Livingston as interpreted by the County of Livingston.
4. All prices quoted must be per unit as specified; e.g., do not quote per case when per dozen is requested; otherwise, bid may be rejected.
5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.
6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.
7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case title shall not pass until items have been delivered to the County and accepted by the requesting department.
8. Prices shall be net FOB any point in the County of Livingston, New York. Price quoted shall include all delivery costs.
9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.
10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County, whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
11. In all specifications, the words or equal are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the County of Livingston as to whether an alternate or substitution is in fact equal shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item fully informed as the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
12. If two or more bidders submit identical bids as to price, the decision of the County of Livingston to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103.sub.1)
13. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Manufacturer's recommended list prices are required with the bid.
14. See attached insurance requirements (Appendix C). Liability, workers compensation, and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.
15. In the event satisfactory bids are not received, the County of Livingston reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

16. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be 0, N/A, -, or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is no charge when lines are left empty.
17. The following two items will automatically render a bid unacceptable to Livingston County.
 - (a) Failure to sign bid proposal page.
 - (b) Failure to include necessary bid deposit (as required).It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.
18. Faxed bids will not be accepted.
19. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

20. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.
21. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

22. The County of Livingston reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in its opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.
23. The County of Livingston reserves the right to waive any informality or to reject any or all bids.
24. Awards will be made to the lowest responsive responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
25. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County of Livingston.
26. Should the successful bidder fail to meet a delivery date required by the specifications, the County of Livingston may, at its discretion, cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.
27. Should any material or equipment delivered fail to meet the specifications, the County of Livingston may, at its discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 15 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.
28. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the

successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

29. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition.
30. Extension of Prices - Political subdivision and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-county agencies must furnish contractor(s) with the proper tax exemption certificate.
31. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools might cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.
32. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Livingston County Administrator's Office within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected we will issue a no award on those affected items and re-bid or quote at later date.
33. If a successful vendor exhibits a history of back orders or delayed deliveries the County of Livingston reserves the right to rescind their award and to disqualify them from future bidding.
34. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.
35. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Livingston and appropriated therefore, and the liability on account therefor shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.
36. The County of Livingston reserves the right to extend the term of this contract for any length of time up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

DELIVERY

37. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the County as to reasonable compliance with delivery terms shall be final.
38. *The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.*
39. The County of Livingston will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
40. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.
41. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
42. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the buildings directed by the shipping instructions or the County. The successful bidder will be required to furnish proof of delivery in every instance.
43. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.
44. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - Contract Number and/or Purchase Order Number
 - Name of Article
 - Item Number (If Applicable)
 - Quantity
 - Name of Successful Bidder
45. Successful bidder may be requested to acknowledge, in writing, receipt of order.
46. No items are to be shipped or delivered until receipt of an official purchase order from the Livingston County Administrator's Office.

INSTALLATION OF EQUIPMENT

47. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
48. Equipment, supplies, and materials shall be stored at the site only on the approval of the County of Livingston and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
49. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
50. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
51. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply as is. Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

52. The successful bidder guarantees:
 - (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - (b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - (c) To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
 - (d) That all deliveries will be equal to the accepted bid sample.
 - (e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

53. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

54. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.
55. The Contractor shall comply with all the provisions of the laws of the County of Livingston, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

56. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.
- (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;
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreements for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor.
 - ii. 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 competition, and
 - iii. 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 be made where (a) (1) (2) and (3) above 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) above 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 which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

57. 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 prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one(a).
58. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
59. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.
60. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.
61. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal.
62. Bidders must complete attached Livingston County forms which include Appendices A, B and C. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

63. No verbal interpretations of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented in writing, to the County Administrator's Office, Livingston County Government Center, 6 Court Street, Room
64. 302, Geneseo, NY 14454, and to be given consideration must be received by the County at least seven (7)
65. days prior to the date set for the opening of bids.
66. Any interpretation, and any information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the address furnished therefor, at least five (5) days prior to the date of the opening of bids.

67. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

68. *The County reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.*
69. Conditional bids will be considered informal and will be rejected.

BONDS

NONE required for Equipment rental Bid

GENERAL SPECIFICATIONS

The Bidder must have an office or plant within a 75 mile radius of “**Hampton Corners**” (4389 Gypsy Lane, Mt. Morris, New York.)

PRICING:

Bid price for "each" item must include any and all expenses involved in furnishing and delivering the merchandise to the requesting department. **No fuel surcharges.**

It is understood that all quantities, whether increased or decreased, are to be furnished at bid price. It is further understood that the contract price shall remain in effect for the full duration of the contract period.

The County Superintendent of Highways or Designee reserves the right to order materials from any source and to divide orders among the various sources and various bidders in any ratio as he deems in the best interest of the County, regardless of bid price comparisons. The submission of a low bid is not to be understood as a guarantee that any or all of the seasonal requirements will be ordered from the low bidder. Availability, promptness of delivery, or F.O.B. location will be deciding factors when placing an order.

Quotations may be submitted, at the vendor's option, on any one or more of the bases shown in the bidding tabulation. Where quotation is by weight, the vendor must provide approved weighing scales at the plant or pit. All prices are at the pit.

CANCELLATION CLAUSE:

The County reserves the right to cancel the contract at any time during the contract term by written thirty-(30) days notice mailed to the address of the vendor.

QUANTITIES AND ORDERING:

The annual usage quantities indicated in the specifications represent the estimated total requirements for the contract term. The totals are estimates only and should not be construed to represent either maximum or minimum amounts to be purchased during the contract term. Furthermore, orders will be placed on an as needed basis throughout the contract term at the per item price bid. Orders placed at any given time may or may not equal the annual usage quantity specified. Contact person will have the authority and ability to ship or deliver items at point of contact, at the direction of the Livingston County Highway Superintendent, or his designee.

SAMPLES:

Samples shall be submitted free of charge upon request and be identified with the bidder's name and address. If, in the judgment of the County, the sample is not in accordance with the specifications, the County reserves the right to reject the bid.

ACCEPTABLE MATERIAL:

All items offered by the bidder must be of the highest quality consistent with specifications herein.

COMPLAINTS:

Complaints regarding the contractor's non-compliance with the terms and conditions of the contract may result in cancellation of the contract.

METHOD OF AWARD:

Award will be made to the lowest responsible bidder(s) meeting specifications. Livingston County reserves the right, in its sole discretion, to award by individual items.

THE DURATION OF THE CONTRACT SHALL BE FROM APRIL 2, 2015 - APRIL 1, 2016.

THESE PRICES SHALL NOT BE SUBJECT TO MARKET FLUCTUATIONS DURING THAT PERIOD

SPECIAL NOTE:

Livingston County reserves the right to allow all municipalities and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Livingston and the vendor.

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and

responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

- VI. **SET-OFF RIGHTS**. The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **MEDICAID/MEDICARE COMPLIANCE**. If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. **NO ARBITRATION AND SERVICE OF PROCESS**. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XII. **BUDGETED FUNDS**. This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIII. **APPROVAL OF BOARD OF SUPERVISORS**. This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XIV. **INCORPORATION**. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Contractor/permittee shall provide the County of Livingston with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the County of Livingston with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract.** The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.
- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended,

discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____ Signature

_____ Title

_____ Date

_____ Company Name

~ PROPOSAL ~

The undersigned proposes to furnish and deliver to Livingston County work sites the **RENTAL OF VARIOUS PIECES OF CONSTRUCTION EQUIPMENT** to the County of Livingston at the price hereinafter stated, which price is exclusive of all Federal and State Taxes, in accordance with the specifications and/or plans for the same dated February 10, 2015 on file in the office at the Highway Department of the County of Livingston to wit:

COMPACTION EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
VIBRATORY PLATE TAMPER W/ WATER RESERVOIR SINGLE DIRECTION	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
OPERATING WEIGHT							
150 LB – 250 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
VIBRATORY PLATE TAMPER REVERSIBLE: OPERATING WEIGHT	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
300 LB – 500 LB							
600 LB – 1,000 LB							
1,100 LB – 1,800 LB							
2,000 LB – 3,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
VIBRATORY PLATE TAMPER REVERSABLE W/ REMOTE CONTROL: OPERATING WEIGHT	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
300 LB – 500 LB							
600 LB – 1000 LB							
1,100 LB – 1,800 LB							
2,000 LB – 3,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
VIBRATORY PLATE TAMPER JUMPING JACK TYPE	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
100 LB – 200 LB							

~ PROPOSAL ~
COMPACTION EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
SINGLE SMOOTH STEEL DRUM ROLLER W/ PNEUMATIC REAR DRIVE WHEEL- VIBRATORY							
10 TON							
3 - 5 TON							
1 - 2 TON							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
PNEUMATIC TIRED ROLLERS							
10 TON							
3 - 5 TON							
1 - 2 TON							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
DUAL STEEL DRUM ROLLERS - STATIC							
10 TON							
3 - 5 TON							
1 - 2 TON							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
DUAL STEEL DRUM ROLLERS - VIBRATORY							
10 TON							
3 - 5 TON							
1 - 2 TON							

~ PROPOSAL ~
COMPACTION EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SELF PROPELLED SHEEPS FOOT ROLLER - VIBRATORY	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Steel Drum & Rubber Tire Drive Wheels 84" Wide Drum, Minimum 196 HP							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TOWED SHEEPS FOOT ROLLER (VIBRATORY)	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Minimum 34" Drum 10 - 20 HP							

PAVERS & ROAD PROFILERS

~ ITEM ~	WITH OPERATOR & SCREED MAN			~ WITHOUT OPERATOR ~			
ASPHALT & BITUMINOUS PAVERS 110 HP	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Rubber Tired, Vibratory Screed Fully Automatic, Expandable 8' to 14' Min.				X	X	X	X

~ ITEM ~	WITH OPERATOR & SCREED MAN			~ WITHOUT OPERATOR ~			
ASPHALT & BITUMINOUS PAVERS 40 HP	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Rubber Tired or Track Expandable 8' to 12' Minimum				X	X	X	X

~ PROPOSAL ~
PAVERS & ROAD PROFILERS (continued)

~ ITEM ~	~ WITH OPERATOR & GRADE MAN ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
PAVEMENT PROFILERS							
2 FT. (Min. Cutting Width) WITH 2 OPERATORS							
3 FT. (Min. Cutting Width) WITH 2 OPERATORS							
4 FT. (Min. Cutting Width) WITH 2 OPERATORS							
7 FT (Min. Cutting Width) WITH 2 OPERATORS							
10 FT. (Min. Cutting Width) WITH 2 OPERATORS							
12 FT. (Min. Cutting Width) WITH 2 OPERATORS							

~ ITEM ~	~ WITH OPERATOR & GRADE MAN ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
PAVEMENT PROFILERS							
7' (Min. Cutting Width w/ Millings Conveyed to the Rear) WITH 2 OPERATORS							
12' (Min. Cutting Width w/ Millings Conveyed to the Rear) WITH 2 OPERATORS							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
RECLAIMER/STABILIZER							
CM1 RS500 Or equivalent (min. 500 H.P., 8' cutting width)							
CM1 RS500 Or equivalent (min. 500 H.P., 10' cutting width)							

~ PROPOSAL ~
PAVERS & ROAD PROFILERS (continued)

~ ITEM ~	WITH OPERATOR & SCREED MAN			~ WITHOUT OPERATOR ~			
COLD MIX PAVER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Variable Width Screed Min. 10' or Less; Max. 16' or Larger Minimum Rate 350 Tons / Hour							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SELF PROPELLED SHOULDER WIDENER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Diesel Power 80 HP Minimum From 0' to 8' Width							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SELF POWERED CHIP SPREADER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Electronically Controlled Variable Width Hopper (to 16' minimum)							

~ PORTABLE PUG MILL ~
SPECIFICATION & BIDDING SHEET
LIVINGSTON COUNTY HIGHWAY DEPARTMENT

The Pug Mill is to be of a self-contained, portable design, capable of being towed by a standard 5th wheel type tractor. The unit is to be equipped with all required lightening, mud flaps and air brakes (with universal hook-ups). The overall size of the unit, in transport configuration, is to be such that it will not require special hauling permits for "Over the Road" travel.

The Pug Mill must meet the following specification, which is based on subsection 405-3.02 of the NEW York State Standard Specifications.

Mixing shall be done with a rotating twin paddle shaft pug mill providing suitable pressure-kneading action in mixing. Mixing by blading, shoveling and/or scooping will not be permitted. The mixer shall be either a central continuous or batch type pugmill designed to accurately proportion either by volume or by weight, so that when the aggregate and bituminous materials are incorporated in the mix, a thorough and uniform coating will result.

The mixer shall be equipped to mechanically or electrically interlock the bituminous feed with the aggregate feed such that uniformity of the mixture is assured at all times. The pugmill mixer, shall be provided with weighing, volumetric or other gauging equipment which shall be capable of providing accurate control at all

times of the amount of aggregate entering the mixer per time interval. The mixer shall be equipped with a positive displacement metering system capable of totalizing the quantity of bituminous material applied to the mixing chamber. The aggregate feed system must contain a minimum of two (2) compartments or bins; each compartment or bin shall have adjustable feed gates so that the RAP material and virgin aggregate, if needed, can be proportioned at the specified rate. The capacities of the cold feed bins shall be sufficient to maintain a continuous flow of material. Each bin shall have a mechanical device for uniform feed of the aggregate. The mixer shall be approved by the Superintendent of Highways or his representative prior to commencing any work.

~ BID PRICE ~			
PORTABLE PUG MILL	DAY	WEEK	MONTH
W/ A MINIMUM OF TWO BINS			
W/ A MINIMUM OF THREE BINS			

~ PROPOSAL ~
CONCRETE EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
DIESEL POWERED – TRUCK MOUNTED – CONCRETE PUMP	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
90 – 130 YPH Minimum 90' Boom							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
DIESEL POWERED –TRAILER MOUNTED- CONCRETE PUMP W/ SUPPORT TRUCK AND REQUIRED HARDWARE	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
70 YPH HORIZONTAL PUMPING DISTANCE 250'							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
CURB / GUTTER – SLIP FORM CONCRETE EXTRUDED	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
60" Width Capabilities							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
CONCRETE SAWS	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
14" – 16" Cut Depth							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
CONCRETE POWER TROWEL	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
36" – 48" Diameter 5 – 8 HP Gasoline Engine							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
CONCRETE POWER SCREED	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
3.5 HP Gasoline Engine Can use 2 x 4, 6, 8, up to 16' Long ONE MAN OPERATION							

~ PROPOSAL ~
(continued)

CONCRETE FORMING SYSTEM

Bidder is to supply a pre-engineered, factory built, steel reinforced, modular, reusable forming system, which produces a smooth concrete finish. The system is to consist of a steel – plywood (steel – ply) combination as manufactured by Symons or approved equal. Livingston County reserves the right to inspect and reject any material that is found to be damaged and / or exhibits excessive wear.

Bidder is to submit a PER SQUARE FACE FOOT (square feet of form face) price, the actual final rental cost will be based on an actual take off of County supplied plans. The County supplied plans will indicate the final concrete dimensions only; bidder is responsible to design the forming system to meet all applicable OSHA and NYSDOT Specifications and Codes. Any required dimensional lumber for whalers, scaffolding, strong backs, etc. will be supplied by Livingston County. Bid is to include all necessary standard forms, inside / outside corners, spacers / fillers, wedge bolts, long bolts, connectors, turn buckles (aligners), whaler clamps, scaffold brackets, strong back hooks, etc. to construct the system as designed. The system is to be assembled by Livingston County forces with guidance / technical on site assistance from a qualified and knowledgeable company representative. What is not to be included and will be bid separately will be non - returnable items such as panel ties and form release coating. Rental and purchase price to include delivery to any point in Livingston County. Unloading of material will be the responsibility of Livingston County.

~ ITEM ~	~ RENTAL RATE ~			
	DAY	WEEK	MONTH	
CONCRETE FORMING SYSTEM (PER SQUARE FACE FOOT OF FORM)				
	~PURCHASE PRICE~			
	From 1 to 5 pieces	6 plus pieces	Less than 1000 pcs.	1000 + pcs.
FORM RELEASE (PER 5 GAL PAIL)				
S- PANEL TIE FOR 12" THICK WALL (EACH)				
S- PANEL TIE FOR 18" THICK WALL (EACH)				
S- PANEL TIE FOR 24" THICK WALL (EACH)				
S- PANEL TIE FOR 30" THICK WALL (EACH)				
S- PANEL TIE FOR 36" THICK WALL (EACH)				

~ PROPOSAL ~
(continued)

EARTH MOVING EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
MOTOR GRADERS Articulated, Diesel Powered	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
90 HP							
125 HP							
150 HP							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
LOADERS – CRAWLER Diesel Powered	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
110 HP - 2 CY							
150 HP - 2.5 CY							
190 HP - 3.25 CY							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
LOADERS – WHEEL Diesel Powered	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
125 HP – 2.5 CY							
155 HP – 3 CY							
200 HP – 4 CY							
(A) MULTIPURPOSE BUCKET							
(B) SIDE DUMP BUCKET							

~ PROPOSAL ~
(continued)

EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
LOADERS – SKID STEER Operating Weight	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
1,100 lb – 1,500 lb w/ Bucket							
1,600 lb – 2,000 lb w/ Bucket							
2,100 lb – 2,500 lb w/ Bucket							
2,600 lb – 3,000 lb w/ Bucket							
2,600 lb – 3,000 lb w/ Mill Head							
3,100 lb – 3,500 lb w/ Bucket							
3,100 lb – 3,500 lb w/ Mill Head							
3,100 lb – 3,500 lb w/ Rumble Strip Grinder (Model SS 200 or Equal has manufactured by Thomas Grinding Inc.)							
Rumble Strip Grinder to be used with the County’s Case Skid Steer, Model 95 XT (Model SS 200 or Equal has manufactured by Thomas Grinding Inc.)							
Landscape “pick up rake” to be used with the County’s Case Skid Steer, Model 95 XT. (Similar to a “Rock Hound”)							
Low Profile Track Skid Steer (Bobcat Model MT 55 or equal)							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRACTOR – LOADER – BACKHOE	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
2 WD 60 HP Minimum							
2 WD 60 HP Minimum With 500 FT LB Hydraulic Breaker							
4 WD 60 HP Minimum							
4 WD 60 HP Minimum With 500 FT LB Hydraulic Breaker							

~ PROPOSAL ~
EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
CRAWLER DOZERS SIZE (OR EQUAL) H.P.	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
D3 65 – 67 (6-Way Blade)							
D5 105 (6-Way Blade)							
D6 135							
D7 200							
D8 335							
D9 370							

TRUCKS – DUMP Diesel Powered 10 Wheel ~ 12 Yard Minimum WITH OPERATOR	PER HOUR	\$
TRUCKS – DUMP Diesel Powered Tri-axle ~ 18 Yard Minimum WITH OPERATOR	PER HOUR	\$
TRUCKS – DUMP Diesel Powered WITH “ROCK BODY” WITH OPERATOR	PER HOUR	\$

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
ARTICULATING OFF-ROAD DUMP TRUCKS	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
CAT D250 E or Equivalent (18 Cu. Yd.; 25 Ton; 260 HP)							
CAT D300 E or Equivalent (18 Cu. Yd.; 25 Ton; 260 HP)							
CAT D350 E or Equivalent (25 Cu. Yd.; 35 Ton; 340 HP)							

~ PROPOSAL ~
EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
HYDRAULIC EXCAVATOR TRACK With Hydraulic Thumb EXCAVATOR OPER. WT.							
8,000 LB – 9,000 LB							
26,000 LB – 29,000 LB							
30,000 LB – 36,000 LB							
40,000 LB – 46,000 LB							
50,000 LB – 60,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
HYDRAULIC EXCAVATOR TRACK With Hydraulic Metal Shear EXCAVATOR OPER. WT.							
8,000 LB – 9,000 LB							
26,000 LB – 29,000 LB							
30,000 LB – 36,000 LB							
40,000 LB – 46,000 LB							
50,000 LB – 60,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
HYDRAULIC EXCAVATOR TRACK With Hydraulic Jaw Type Concrete Crusher EXCAVATOR OPER. WT.							
8,000 LB – 9,000 LB							
26,000 LB – 29,000 LB							
30,000 LB – 36,000 LB							
40,000 LB – 46,000 LB							
50,000 LB – 60,000 LB							

~ PROPOSAL ~
EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
HYDRAULIC EXCAVATOR TRACK With Hydraulic Bucket Type Concrete Crusher EXCAVATOR OPER. WT.	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
8,000 LB – 9,000 LB							
26,000 LB – 29,000 LB							
30,000 LB – 36,000 LB							
40,000 LB – 46,000 LB							
50,000 LB – 60,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
HYDRAULIC EXCAVATOR TRACK W/ HYDRAULIC GRAPPLE EXCAVATOR OPER. WT.	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
8,000 LB – 9,000 LB							
26,000 LB – 29,000 LB							
30,000 LB – 36,000 LB							
40,000 LB – 46,000 LB							
50,000 LB – 60,000 LB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
HYDRAULIC EXCAVATOR TRACK	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Special Long Reach Boom 52' Total Reach Minimum Operator Wt. 46,000 LB Minimum 130 HP							

~ PROPOSAL ~
 (continued)
 EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
RUBBER TIRED EXCAVATOR Minimum Requirements							
Diesel Engine 400 C. I. Weight 37,000 LB 20' Reach							
ABOVE MACHINE W/ HYDRAULIC THUMB							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
GRADALL Minimum Requirements							
3DWG or Approved Equal				X			

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
TRACK TYPE TRENCHER							
Vermeer T555 or Equivalent 148 HP 0' - 8' digging depth; 8" - 24" digging width							
Vermeer T855 or Equivalent 335 HP 0'-12' digging depth; 26"-36" digging width							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
VERMEER PAVEMENT CUTTER							
7 Ft. Wheel 4" or 6" Cut							
Plus Teeth	PRICE PER TOOTH			\$			

~ PROPOSAL ~
 (continued)
EARTH MOVING EQUIPMENT - (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRENCH SHIELDS Double Wall	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
4 Ft. High	X	X	X				
6 Ft. High	X	X	X				
8 Ft. High	X	X	X				

CLEANING / SWEEPING EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
DUAL BROOM PAVEMENT (STREET) SWEEPERS Hopper Cap. HD Tran. HP	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
8.5 CY 109 180							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SELF PROPELLED CATCH BASIN SUCTION MACHINE	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Minimum 65 HP Auxiliary Engine to Power Suction Unit Minimum 6.5 CU Vacuum Chamber							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SELF PROPELLED PAVEMENT BROOM (ROTARY)	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
6' – 8' Broom Length Minimum 60 HP							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
PULL TYPE PAVEMENT BROOM	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Minimum 18 HP Engine							

~ PROPOSAL ~

(continued)

CLEANING / SWEEPING EQUIPMENT- (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
PORTABLE SAND BLASTING EQUIPMENT with couplings hose, nozzle, nozzle holder	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
1 C. FT.							
2 C. FT.							
4 C. FT.							
7 C. FT.							
11 C. FT.							

~ PROPOSAL ~

MOWING EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRACTOR MOUNTED BOOM MOWER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Tractor to have a fully enclosed cab; engine minimum gross horsepower of 105 @ 2,100 RPM; PTO minimum H.P. of 86 @ 2,100 RPM; mower to be rotary type with 50" cutting width. Boom to have a maximum out-reach of at least 22 feet.							

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES

~ PORTABLE SCREENING PLANT ~

The Screening Plant is to be of a self-contained, portable design, capable of being towed by a standard 5th wheel type tractor. The unit is to be equipped with all required lightening, mud flaps and air brakes (with universal hook-ups). The overall size of the unit, in transport configuration, is to be such that it will not require special hauling permits for "Over the Road" travel.

Bidder may submit prices on ONE or BOTH types of Screening Plants.

3. SCREENING PLANT – TYPE 1

Will be a box type unit where material is fed into the hopper and the screened material falls to the ground below. Where a loader will remove and stockpile.

Minimum requirements:

- 4. Hopper: Sized to accommodate a 5 cubic yard loader bucket.
- 5. Grizzly: Ability to be tilted hydraulically for cleaning.
- 6. Power: 45 HP (minimum) Diesel.
- 7. Shaker Head Area: 10' x 6' minimum.
- 8. Screen Sizes: 1/4" to 4" openings.

9. SCREENING PLANT – TYPE 2

Will be a conveyor type screener where the unprocessed material is loaded into a hopper where it passes through a Grizzly to a conveyor that carries the material to the screens. This type of screening can accommodate a "stockpiling" conveyor.

Minimum requirements:

- 10. Hopper/Belt Feeder: 9 cubic yard capacity, able to accommodate a 5 cubic yard loader bucket.
- 11. Grizzly: 5 1/2" clear opening with hydraulic cylinders for cleaning.
- 12. Power: 60 HP diesel with electric start.
- 4. Drives: All hydraulic with controls centrally located with enough power to operate two additional "off-plant" conveyors.

13. OFF-PLANT CONVEYOR – (to be quoted separately)

Minimum requirements:

- 14. Capable of working in conjunction with TYPE 2 PLANT.
- 15. 24" wide x 40' long (minimum).

~ BID PRICE ~			
PORTABLE SCREENING PLANT	DAY	WEEK	MONTH
TYPE 1 PLANT			
TYPE 2 PLANT			
OFF-PLANT CONVEYOR			

~ PROPOSAL ~
(continued)
~ PORTABLE CRUSHING PLANT ~

The Crushing Plant is to be of a self-contained, portable design, capable of being towed by a standard 5th wheel type tractor. The unit is to be equipped with all required lightening, mud flaps and air brakes (with universal hook-ups). The overall size of the unit, in transport configuration, is to be such that it will not require special hauling permits for “Over the Road” travel.

16. CRUSHER –

Minimum requirements:

- 17. Can accept 8” Topsize.
- 18. Jaw Crusher Dimensions: 10” x 36”.
- 19. Integral Delivery Belt Conveyor with Belt Cleaner: 24” Wide.
- 20. Power Plant: 110 HP Diesel.
- 21. Hydraulic Drive for one “Off-Plant” Conveyor.
- 22. Screw Type Leveling Jacks.

23. CONVEYOR –

Minimum requirements:

- 24. 24” x 40’
- 25. Must be able to work in conjunction with the above Crushing Unit.

~ BID PRICE ~			
PORTABLE CRUSHING PLANT	DAY	WEEK	MONTH
CRUSHER			
CONVEYOR			

~ PROPOSAL ~

(continued)

~ CLOSED CIRCUIT CRUSHING PLANT ~

Bidder is to submit a price for supplying and setting up the following equipment at any location in LIVINGSTON COUNTY, and the Town of Wayland as indicated by the Superintendent of Highways. The equipment is to be set up in such a way as to create a "Closed Circuit" Crushing Plant.

Portable Screening Plant (See TYPE 2) with "Off-Plant" Conveyor, as described on Pages 4.

The Plant is intended to be operated by LIVINGSTON COUNTY Forces. Bid price shall include an experienced technical support person.

~ BID PRICE ~			
ITEM	DAY	WEEK	MONTH
CLOSED CIRCUIT CRUSHING PLANT			

~ PROPOSAL ~

(continued)

~ MATERIAL CRUSHING SERVICE ~

This proposed service involves provision of crushing equipment capable of reducing:

1. Bank Run Gravel and/or Asphalt Millings to 1-1/2" min. minus size.
2. Concrete to 1-1/2" min. minus size (Livingston County will be responsible to reduce concrete to 12" size or less, **concrete may or may not contain reinforcing steel**).

The quoted price is to include all equipment and labor necessary to complete the service at areas designated by the County Highway Superintendent or Town Highway Superintendent of Livingston County. Possible locations for this service will include all of Livingston County plus the Town of Wayland, Steuben County.

QUALIFICATIONS: Upon request, a low bidder may be required to submit a list of available equipment, indicating owned or rented, a list of references to check past work and related information. The County reserves the right to reject any bid if in the opinion of the Highway Committee, the bidder is not qualified to do acceptable work in an expeditious manner.

MINIMUM SPECIFICATIONS OF EQUIPMENT:

Equipment must create a "Closed Circuit" Plant, which will recirculate material until it meets the specified size.

Equipment must be capable of a rate of production of 100 ton/hr when producing 1-1/2" minus material (Minimum).

~ BID PRICE ~		
ITEM	PRICE PER CUBIC YARD	PRICE PER TON
MATERIAL CRUSHING SERVICE – Bank Run Gravel or Asphalt Millings		
MATERIAL CRUSHING SERVICE – Concrete		

Note: In order to submit a per ton price, contractor must have a certified scale **on site** with the crusher.

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
STUMP AND TREE GRINDER (TUB GRINDER)	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
650 HP Minimum 8' Diameter Chipper Disc Carbide Cutting Knives All Weather Operator's Cab With Knuckleboom Loader 8' x 8' x 2' Infeed Hopper							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
STUMP GRINDER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
16 HP Minimum Minimum Cutting Range: 18" High - 18" Deep							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
STUMP GRINDER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
60 HP Minimum Minimum 24" Center Cut Cutter Wheel Capable of Grinding 24" Above Ground to 20" Below Ground Level 60" Minimum Cutting Width Including 4WD 1 TON Tow Vehicle WITH OPERATOR							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRAILER MOUNTED BRUSH CHIPPER	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Chipping Capacity 8" Minimum 65 HP							
Chipping Capacity 12" Minimum 90 HP							

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ SUB-SURFACE EDGE-DRAIN TILING INSTALLATION SERVICE ~

This proposed service involves provision of a trenching machine, experienced operator and other necessary support equipment to assist the municipality in installing Sub-Surface Edge-Drain Tiling along roadways throughout Livingston County. The County will be using 3000 ft. "mega" rolls so a stringing trailer and tow vehicle will be necessary support equipment.

The service and cost does not include pipe material, backfill material, backfill operations or traffic control.

The successful bidder will perform the service in conjunction with the municipality's appropriate support personnel and equipment, according to the municipality's planned work schedule.

Bidder may submit one or both of two prices (based on "per lineal foot of tile pipe installed"), for:

Trenched material side-cast onto pavement.

Trenched material direct-loaded into municipal trucks.

Bidder may assume that the County will commit to a minimum of 50,000 lineal feet of tiling installation in 2014 or none at all.

Minimum specifications of trenching machine shall be:

Full laser-control of grade.

180 minimum horsepower.

Track-type drive.

Chain-type digger.

12-inch digging width.

48-inch minimum digging depth.

Integral reel on machine, or some other method to feed flexible polyethylene tile pipe, into trench.

Machine shall be in good, reliable, efficient condition.

Bidder must have an established, successful, reputable history of providing this service.

~ BID PRICE ~	
BIDDER'S PRICE FOR TRENCHED MATERIAL:	PER LINEAL FOOT
A. SIDE-CASTED ONTO PAVEMENT	
B. DIRECT-LOADED INTO MUNICIPAL TRUCKS	

~ PROPOSAL ~
(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ STEEL SHEET PILING INSTALLATION SERVICE ~

This service involves provision of appropriate equipment and personnel to efficiently, safely and cost-effectively install (drive) interlocking steel sheet piling for bridge reconstruction and erosion control projects, at various sites in Livingston County.

The type of piling typically utilized is **PZ27**, weighing **40.5 lbs./lin. Foot**, in **20 or 30 foot lengths**.

The successful Contractor shall supply sufficient, qualified, experienced personnel to operate the required equipment. The County will typically provide other required manpower and support equipment related to the overall project.

QUALIFICATIONS: The successful Contractor must have sufficient experience and an established reputation/history in providing efficient sheetpiling installation services. Upon request, the bidder must provide a list of available equipment and a list of references. The County reserves the right to reject any bid if, in the opinion of the Highway Superintendent, bidder is not qualified to provide the described services in an expeditious, safe manner.

DESCRIPTION OF BIDDER'S EQUIPMENT:

~ BID PRICE ~			
PER HOUR	PER 10 HR. DAY	PER 40 HR. WEEK	PER MONTH

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ VIDEO INSPECTION AND LOCATOR SYSTEM ~

SPECIFICATION & BIDDING SHEET

LIVINGSTON COUNTY HIGHWAY DEPARTMENT

Bidder agrees to supply a video inspection and locator system capable of video taping a 4 inch diameter (minimum) pipe up to a length of 100 feet. The system shall also be equipped with a locator/receiver capable of determining the location and depth of the camera while it is still in the pipe.

Upon completion of the inspection a copy of the video shall be turned over to the County Superintendent of Highways or his representative.

~ BID PRICE ~			
VIDEO INSPECTION & LOCATOR SYSTEM	HOUR	DAY	WEEK
WITH OPERATOR			

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ DELIVERY OF GRAVEL PRODUCTS ~

This proposed service involves provision of all equipment and personnel necessary for the hauling of gravel products from the below specified gravel pits to the specified “zones” within Livingston County. The material may be delivered either to a stockpile or directly to a road project.

THIS SERVICE DOES NOT INCLUDE THE LOADING OF TRUCKS.

The successful bidder agrees that by placing a bid for this service, the bidder will do so without any liability to the County. The successful bidder will supply the County of Livingston with the proper insurances, as called for in Appendix C.

LOCATION OF PITS

GROVELAND PIT – located on State Route 15 in the Town of Wayland, Steuben County.

LAWSON PIT – located on State Route 70 in the Town of Nunda, Livingston County.

MIDDLE ROAD – located on River Road in the Town of Caledonia, Livingston County

WILSON PIT – located on County Road 70 in the Town of Ossian, Livingston County.

<u>ZONE</u>		<u>TOWN</u>		<u>ZONE</u>		<u>TOWN</u>
1	-	Avon, Caledonia		5	-	Mt. Morris, West Sparta
2	-	Geneseo, Leicester, York		6	-	Nunda, Portage
3	-	Lima, Livonia		7	-	North Dansville, Ossian
4	-	Conesus, Groveland		8	-	Sparta, Springwater

~ PRICE PER TON – DELIVERED TO ZONE ~								
PIT	1	2	3	4	5	6	7	8
Lawson								
Middle Rd., Caledonia								

~ PRICE PER CUBIC YARD* - DELIVERED TO ZONE ~								
PIT	1	2	3	4	5	6	7	8
Groveland								
Wilson								

*NOTE: For the CUBIC YARD price, the yardage will be based upon the size of the loader bucket and the bucket count to fill the truck.

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ PCC PAVEMENT PRODUCTION GRINDING ~

DESCRIPTION. Diamond grinding of Portland cement concrete (PCC) pavement surface.

MATERIALS AND EQUIPMENT. No materials specified.

Diamond Grinding. Use equipment having gang-mounted diamond saw blades on a multiblade arbor specifically designed for PCC pavement production grinding. Use equipment capable of producing a 900 mm (minimum) grinding pass width that is equipped with a vacuum system capable of removing slurry from the pavement surface, such as the Target 3800 or 3804, Boart-Longyear (Kushion Kut) PC5000 or PC600, or equal, as approved by the Superintendent of Highways. Submit requests to use other equipment at least 7 days before grinding.

Profilograph. Use an automated California-type profilograph capable of producing and analyzing a profile trace in accordance with Materials Method 24, Portland Cement Concrete Pavements Profilograph Operations. Use automation capable of reporting profile indices in mm/km using a 5 mm blanking band and in mm/km using a 0 blanking band. Provide the means to transport the profilograph. The profilograph must be approved by the Superintendent of Highways, prior to use. Approval includes verifying true vertical scale on the trace, 25:1 horizontal scale on the trace, and automation filter accuracy when compared to manual trace analysis conducted in accordance with Materials Method 24. Provide the Engineer 14 days advance notification of profilograph use to obtain approval. Submit requests to use other equipment at least 14 days before grinding.

CONSTRUCTION DETAILS.

Diamond Grinding. Begin and end diamond grinding at lines normal to the pavement centerline. Grind the pavement longitudinally such that at least 95% of the pavement surface is diamond ground and the pavement is in the same plane across a joint or crack when measured with a 1.0 m (minimum) straightedge. Provide surface drainage by maintaining the proper cross slope on the finished surface and by blending adjacent passes. Regrind the pavement if an acceptable surface is not being obtained.

Continuously remove the slurry from the pavement using the vacuum system on the grinding equipment. If required by the contract documents, transfer the slurry into equipment capable of transporting it from the job site without spills

In any case, do not allow slurry discharge into:

- Occupied travel lanes.
- Drainage structures.
- Wetlands, streams, estuaries, or sensitive environmental resources identified in the contract documents.
- Areas where it will become a public nuisance.

~ PROPOSAL ~

(continued)

MATERIAL PROCESSING EQUIPMENT & INSTALLATION SERVICES (continued)

~ PCC PAVEMENT PRODUCTION GRINDING ~

(continued)

Dispose of slurry in conformance with all Federal, State, and local regulations.

Profilograph. Apply this section if Diamond Grinding Smoothness Quality Adjustment is included in the contract documents. Provide traffic control and survey stationing for referencing measurements. The Engineer (continued) will divide the pavement into 160 m long reporting segments, but may group segments shorter than 160 m with previous or subsequent segments. The reporting segment width is the lane width or the distance between adjacent longitudinal joints as chosen by the Engineer. Develop a profile trace and determine the profile index (P1) for each reporting segment. Obtain the trace along the longitudinal center of the reporting segment in accordance with Materials Method 24. Develop a referencing system that allows the Engineer to readily associate a trace and P1 to the actual corresponding reporting segment. Obtain the trace along the longitudinal center of the reporting segment in accordance with material Method 24. Develop a referencing system that allows the Engineer to readily associate a trace and P1 to the actual corresponding reporting segment. Provide the traces and Pis (determined by using both the 5mm and 0 blanking bands) to the Engineer. The Engineer will determine and report the payable Quality units of Smoothness Quality adjustment per reporting segment, as discussed in Method of Measurement. No Diamond Grinding Smoothness Quality Adjustment Factor included in this contract.

Bidder agrees to supply all Equipment and Personnel capable of performing the PCC Pavement Production Grinding and slurry removal and disposal described in this specification. Livingston County to supply Traffic Control.

~ BID PRICE ~			
GRINDING EQUIPMENT AND OPERATORS			
SPECIFY EQUIPMENT MAKE & MODEL _____			
PER HOUR	PER DAY	PER WEEK	PER MONTH

~ BID PRICE ~			
PROFILOGRAPH			
SPECIFY EQUIPMENT MAKE & MODEL _____			
PER HOUR	PER DAY	PER WEEK	PER MONTH

~ PROPOSAL ~

(continued)

LIFTING EQUIPMENT

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRUCK CRANES Minimum Lifting Capacity	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
10 TON							
20 TON							
30 TON							
50 TON							
70 TON							
100 TON							
110 TON							
120 TON							
140 TON							
160 TON							
180 TON							
200 TON							
250 TON							
275 TON							

Note: Appropriate Crane size to be determined on a per project basis by Vendor's Crane Manager

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
BUCKET TRUCK	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
70 Ft. Boom							
52 Ft. Boom							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRUCK MOUNTED UNDER BRIDGE INSPECTION UNIT (SNOOPER)	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Aspen Aerial A – 30 or equal (30' min under bridge reach)							

~ PROPOSAL ~

(continued)

LIFTING EQUIPMENT (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TRAILER MOUNTED UNDER BRIDGE INSPECTION UNIT (SNOOPER)	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
Terex HP 35 or equal (30' min under bridge reach)							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
SCISSORS LIFT ROUGH TERRAIN MAXIMUM PLATFORM HEIGHT	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
35' or greater							
60' or greater							
70' or greater							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
TELESCOPING BOOM LIFT ROUGH TERRAIN Maximum Platform Height	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
35' or greater							
60' or greater							
70' or greater							

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
ARTICULATED BOOM LIFT ROUGH TERRAIN Maximum Platform Height	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
35' or greater							
60' or greater							
70' or greater							

~ PROPOSAL ~

(continued)

WATER PUMPS, COMPRESSORS & ELECTRICAL EQUIPMENT

All pumps to come with a minimum of 50' of intake hose and 200' of discharge hose. Pumps are to be self-priming and capable of "running dry" for extended periods of time without causing damage to the unit.							
~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
WATER PUMPS (suction) Diesel Powered, trailer mounted	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
4" dia. intake and discharge Flow rate 300 –800 GPM with maximum head of 150'; Engine size 40 HP @ 2200 RPM able to pass 2 ½" solids Fuel tank capacity – 50 gallons							
Extra charge per foot of suction hose Over & Above Initial 50'							
Extra charge per foot of discharge hose Over & Above Initial 200'							
6" dia. intake and discharge Flow rate 700 –1400 GPM with maximum head of 150'; Engine size 68 HP @ 2200 RPM able to pass 2 ½" solids Fuel tank capacity – 50 gallons							
Extra charge per foot of suction hose Over & Above Initial 50'							
Extra charge per foot of discharge hose Over & Above Initial 200'							
8" dia. intake and discharge Flow rate 1000 –2800 GPM with maximum head of 150'; Engine size 68 HP @ 2200 RPM able to pass 2 ½" solids Fuel tank capacity – 50 gallons							
Extra charge per foot of suction hose Over & Above Initial 50'							
Extra charge per foot of discharge hose Over & Above Initial 200'							
10" dia. intake and discharge Flow rate 1500 –3000 GPM with maximum head of 170'; Engine size 100 HP @ 2200 RPM able to pass 3" solids Fuel tank capacity – 80 gallons							
Extra charge per foot of suction hose Over & Above Initial 50'							
Extra charge per foot of discharge hose Over & Above Initial 200'							

Price to include assistance with initial set up and instruction of proper operation.

~ PROPOSAL ~

(continued)

WATER PUMPS, COMPRESSORS & ELECTRICAL EQUIPMENT (continued)

All pumps are to come with enough hydraulic hose to allow for a minimum distance of 100' between the pump and the power unit and 200' of discharge hose.							
~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
HYDRAULIC SUBMERSIBLE PUMPS Diesel powered, trailer mounted power unit	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
4" dia. discharge Flow rate 300 –800 GPM with maximum head of 100' Engine size 30 HP @ 2400 RPM able to pass 1 1/2" solids Fuel tank capacity – 25 gallons	X	X	X				
Extra charge per foot of suction hose Over & Above Initial 200'	X	X	X				
6" dia. discharge Flow rate 700 –1600 GPM with maximum head of 150' Engine size 68 HP @ 2400 RPM able to pass 3" solids Fuel tank capacity – 50 gallons	X	X	X				
Extra charge per foot of suction hose Over & Above Initial 200'	X	X	X				
8" dia. Discharge (unit may be skid mounted) Flow rate 1000 –2800 GPM with maximum head of 170' Engine size 100 HP @ 2400 RPM able to pass 3" solids Fuel tank capacity – 80 gallons	X	X	X				
Extra charge per foot of suction hose Over & Above Initial 200'	X	X	X				
10" dia. discharge Flow rate 1500 –3000 GPM with maximum head of 170' Engine size 100 HP @ 2200 RPM able to pass 3" solids Fuel tank capacity – 80 gallons	X	X	X				
Extra charge per foot of suction hose Over & Above Initial 200'	X	X	X				

Price to include assistance with initial set up and instruction of proper operation.

~ PROPOSAL ~

(continued)

WATER PUMPS, COMPRESSORS & ELECTRICAL EQUIPMENT (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
COMPRESSORS (CFM Rating) Diesel Powered	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
100 CFM	X	X	X				
175 CFM	X	X	X				
425 CFM	X	X	X				
600 CFM	X	X	X				

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
JACK HAMMER Compatible with above bid compressor with 50' of hose	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
20 LB	X	X	X				
30 LB	X	X	X				
45 LB.	X	X	X				
90 LB.	X	X	X				

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
WATER COOLED DIESEL POWERED TRAILER MOUNTED POWER GENERATOR: STAND BY POWER RATING	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
20 KW	X	X	X				
50 KW	X	X	X				
100 KW	X	X	X				
200 KW	X	X	X				
350 KW	X	X	X				

Price to include assistance with initial set up and instruction of proper operation.

~ PROPOSAL ~

(continued)

WATER PUMPS, COMPRESSORS & ELECTRICAL EQUIPMENT (continued)

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
PORTABLE LIGHT PLANT	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
DIESEL POWERED, 30 FT TOWERS 4 LIGHTS							

Price to include assistance with initial set up and instruction of proper operation.

~ ITEM ~	~ WITH OPERATOR ~			~ WITHOUT OPERATOR ~			
VARIABLE MESSAGE BOARD TRAILER MOUNTED, SOLAR POWERED, L.E.D. DISPLAY: DISPLAY SIZE	DAY	WEEK	MONTH	PER ENG. HOUR	DAY	WEEK	MONTH
8FT X 12 FT (NOMINAL)							
4 FT X 8 FT (NOMINAL)							

Price to include assistance with initial set up and instruction of proper operation.

LIVINGSTON COUNTY NON-BIDDER'S RESPONSE FORM

For the purpose of maintaining accurate bidders lists and facilitating your response to our bid proposals, Livingston County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to Livingston County Highway Department 4389 Gypsy Lane, Mt. Morris New York 14510 or by fax 585-243-6715. Your cooperation will be greatly appreciated.

Name of Bid: _____

We are not responding to this bid proposal for this reason:

- Items or materials are not manufactured by us or are not available to our company.
- Our items or materials do not meet these specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Incorrect address used. Our contract mailing is: _____

- Other reasons: _____

- We are unable to bid at this time but would like to continue to receive bid proposals.
- We are unable to bid and wish to be removed from the interested Bidder's List.

Company Name: _____

Address: _____

Contact Person: _____

Phone: _____