



ORANGE COUNTY, NEW YORK

Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 1

CATERPILLAR REPLACEMENT PARTS

BID NUMBER OC029-03

INVITATION TO BID

Bidder's Name: _____

Address: _____

Sealed bids will be received by the Director of Purchases of the County of Orange, at his office at the Department of Public Works Complex, 2455-2459 Route 17M, PO Box 218, Goshen, New York 10924, up to and including **Wednesday, March 19, 2003 at 3:00 PM** when the same will be publicly opened and read for providing **CATERPILLAR REPLACEMENT PARTS** to the County of Orange, the specifications for which may be obtained at the above address.

The Director of Purchases reserves the right to reject any and all bids, if deemed to be in the best interest of the County. The prices submitted shall be exclusive of all Federal and State taxes.

Any award shall be subject to the issuance of a purchase order, or the execution of a contract between the bidder and the County of Orange.

The County may, by written notice to vendor effective upon mailing, terminate this agreement in whole or in part at any time,

- (1) For the County's convenience;
- (2) Upon the failure of vendor to comply with any of the terms or conditions of this agreement, or;
- (3) Upon vendor becoming insolvent or bankrupt.

All proposals shall be submitted **IN DUPLICATE**. One set of which **MUST BE AN ORIGINAL SET** including Notice to Bidders, Specifications and Information to Bidders, Proposal and Non-Collusive Bidding Certification pages. Each bid shall be properly executed and signed by the bidder. Unsigned bids will be rejected. Bids must be submitted to this office by the date and time indicated above. **NO LATE BIDS WILL BE ACCEPTED - NO EXCEPTIONS**

Proposals are to be enclosed in a sealed envelope marked: **CATERPILLAR REPLACEMENT PARTS Proposal letting of March 19, 2003**", and shall be addressed to the Orange County Division of Purchase, at the above address.

All Bidders must comply with Local Law No. 3 of 1970 and Local Law No. 2 of 1994 as amended.

Mark P. Coleman
Director of Purchases
County of Orange
Goshen, NY 10924

Dated: 3/5/03

(Vendor Initial)

**ORANGE COUNTY, NEW YORK**Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 2

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****IMPORTANT INFORMATION FOR BIDDERS**

Your bid will be considered by the Division of Purchase of Orange County if the following conditions are met:

1. Proposals must be submitted in duplicate, one set must contain an original signature.
2. The individual authorized to submit this bid, on behalf of his/her firm, certifies that he/she has read and understands the specifications. The bidder must initial each page.
3. A Vendor Master Profile form is included as part of this bid. If you have not received a purchase order in the last 12 months from Orange County, this form must be filled out and signed where indicated.
4. Bids must be received by the office of the Division of Purchase prior to the scheduled bid opening.
5. Bids are to be presented in a sealed envelope clearly marked with the title of the bid, bid number, date and time. Faxed bids are not permitted. It is the vendor's responsibility to notify Fed. Ex., UPS, etc. to clearly mark the outside of their envelopes.
6. In the event samples are required, boxes must be labeled with the name of the vendor submitting the bid and our bid number. Samples not including this information will be refused.
7. If not shipping your bid via US Mail, (Fed Ex., UPS, etc.), please use the following address: Orange County Division of Purchase, DPW Complex, 2455-2459 Route 17M, Goshen, New York 10924.

OBTAINING BID RESULTS

1. A bid summary sheet signed by the Director of Purchases will be mailed to each bidder once the bid has been awarded. This sheet does not constitute an order. Any award shall be subject to the issuance of a purchase order or the execution of a contract between the bidder and the County of Orange.
2. Any bidder wishing to be supplied with a bid summary sheet should submit a stamped, addressed envelope in the sealed bid package. Budgeting constraints have necessitated this action.

(Vendor Initial)



ORANGE COUNTY, NEW YORK

Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 3

CATERPILLAR REPLACEMENT PARTS

BID NUMBER OC029-03

NON-BIDDER'S RESPONSE

VENDOR'S NAME: _____

For the purpose of facilitating your firm's response to our Invitation to Bid, the County of Orange is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid." If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

- Items or materials requested not manufactured by us or not available to our company.
- Our items and/or materials do not meet 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. Correct mailing address is: _____

- Our branch/division does not handle this type of bid. Correct name and mailing address:

- Other reason(s): _____

(Vendor Initial)



ORANGE COUNTY, NEW YORK

Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 4

CATERPILLAR REPLACEMENT PARTS

BID NUMBER OC029-03

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:
 - (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."
- (b) A bid shall not be considered for award nor shall any award 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 therefore. 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 to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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.

DATE

COMPANY NAME

NAME AND TITLE

SIGNATURE

ADDRESS

AWARDED:

CITY AND STATE ZIP CODE

(DATE)

TELEPHONE NUMBER / FAX NUMBER

DIRECTOR OF PURCHASES

FEDERAL ID NUMBER

(Vendor Initial)



ORANGE COUNTY, NEW YORK

Division of Purchase
PO Box 218, 2455-2459 Route 17M
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CATERPILLAR REPLACEMENT PARTS

BID NUMBER OC029-03

GENERAL CONDITIONS: All proposals shall be made upon forms furnished by the Director of Purchases of the County of Orange and shall be contained in sealed envelopes addressed to County of Orange, PO Box 218, 2455-2459 Route 17M, Goshen, NY 10924. Forms of proposal as issued by the Director of Purchases shall be completely filled in, in ink or by typing on original bid form. No photocopies will be accepted.. No bid will be accepted which contains any changes, additions, omissions or erasures.

The Director of Purchases of the County of Orange reserves the right to waive any informality and to reject any or all bids.

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 Director of Purchases reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

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 Occupational Safety and Health Act (OSHA).

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.

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest 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.

No contract hereunder shall, either in whole or 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 Director of Purchasing.

Should the successful bidder fail to meet a delivery date required by the specifications, the Director of Purchasing may, at his 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.

Should any material or equipment delivered fail to meet the specifications, the County Director of Purchases may, at his discretion require the vendor in writing to replace the same with material or equipment which does meet the specification 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 30 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.

The County reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of the County of Orange. Delivery must

be made as ordered and in accordance with the proposal and specification.

The Contractor shall comply with all the provisions of the laws of the State of New York and 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.

Where samples are required, all samples must accompany your bid. Failure to provide samples when requested may result in immediate disqualification of your bid. In the event your firm substitutes a product claiming equivalency, samples may be requested by the County in order to verify compliance with the specifications. In these instances, samples not provided within five days of request may be cause for said proposal to be deemed non-responsive.

(Vendor Initial)

**ORANGE COUNTY, NEW YORK**Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 6

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****INFORMATION TO BIDDERS****OBLIGATION OF BIDDERS**

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

AWARD OF CONTRACT

Award of contract will be made to the bidder offering the highest percentage off list price and whose proposal shall comply with all of the provisions required to render it formal. The County or the Director of Purchases reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the county will be served. The County or the Director of Purchases may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The county reserves the right to award this contract either on an item-by-item basis or as a total award of all items in combination.

This contract will be valid for One (1) year from date of award. Contract will commence on April 1, 2003 and end on March 31, 2004.

ASSIGNABILITY OF CONTRACT

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the OWNER awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

FAILURE TO PERFORM

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and terminate the contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

HOLD HARMLESS CLAUSE

The Contractor shall defend, indemnify, save & hold harmless the County of Orange, its agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

EXCULPATORY CLAUSE

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

(Vendor Initial)

**ORANGE COUNTY, NEW YORK**

Division of Purchase
 PO Box 218, 2455-2459 Route 17M
 Goshen, New York 10924

Page 7

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****INSURANCE**

For all services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained in full force and effect during the term of agreement at its expense, worker's compensation insurance, liability insurance covering personal injury and property damage and other insurance with stated minimum coverage as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the compensation of the services to be performed. Except for worker's compensation and professional liability, the County shall be **named as additional insured** on all such policies with the understanding that any obligations imposed upon the insured (*Including, without limitation the liability to pay premiums*) shall be the sole obligations of the Vendor, not those of the County. **The additional insured endorsement should read County of Orange.** Notwithstanding anything to the contrary in this agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described herein. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this agreement.

Type of Coverage	Limits of Coverage
Workers Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability, Bodily Injury, Property Damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General liability, including broad form contractual liability, bodily injury and property damage.	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Certificates of insurance evidencing Vendor's compliance with these requirements shall be required of awarded vendor prior to signing the contract.

NON-RESTRICTIVE USE OF BRAND NAME AND PART NUMBER

The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is in no way intended to limit or restrict competition.

QUESTIONS

Any questions regarding this bid should be directed to Richard Holmberg, Landfill Supervisor, at (845) 374-1925.

TIES

In the event of a tie, you will be notified of a coin toss to be held in the office of the Director of Purchases, 2455-2459 Route 17M, Goshen, New York, 10924, the date and time to be determined as needed.

The first alpha bidder/vendor will be asked to call coin for toss.

In the event there are no attendees for the coin toss, the toss will be conducted by the Director of Purchases and two (2) representatives of the County of Orange.

In the event of a multiple tie, all names of bidders/vendors will be placed in a hat. First alpha bidder/vendor will draw name. In the event there are no attendees for the draw, the draw will be conducted by the Director of Purchases and two (2) representatives of the County of Orange.

 (Vendor Initial)

**ORANGE COUNTY, NEW YORK**Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 8

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****WARRANTY (Submission with bid)**

Vendor is required to submit a copy of the manufacturers warranty with bid. Submissions not containing the warranty will be rejected.

(Vendor Initial)

**ORANGE COUNTY, NEW YORK**Division of Purchase
PO Box 218, 2455-2459 Route 17M
Goshen, New York 10924

Page 9

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****SPECIFICATIONS****SCOPE**

It is the intent of the County of Orange to secure a vendor to supply VARIOUS (OEM) CATERPILLAR BACKHOE, DOZER, RUBBER TIRE LOADER ORIGINAL REPLACEMENT PARTS to be supplied and delivered to various facilities within the County.

If, while the contract is in effect, a parts manufacturer whose price list is part of the contractual agreement issues a replacement price list for said price list, said replacement price list will become part of the contractual agreement, replacing original price list. A notarized statement from the bidder attesting to the validity of the replacement process must accompany the new price list.

The following provisions will provide to this contract:

1. All emergency requirements will be satisfied within 24 hours. Emergency needs will be picked up by the County of Orange.
2. Payments cannot be processed until the items have been delivered in satisfactory condition. Payment will be based upon the completion of a County Voucher, which includes your Federal Identification Number attached to any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including, but not limited to description of material, quantity, unit and price per unit.
3. If the successful bidder fails to deliver the specified product in good order and within the time frame allowed, the County of Orange reserves the right to purchase these products elsewhere.
4. Bidder must state normal delivery time on proposal submitted.
5. All bids are to be offered as a percentage of discount off the list prices per group. A COPY OF EACH PRICE LIST BID MUST BE SUBMITTED WITH THE PROPOSAL.

(Vendor Initial)

**ORANGE COUNTY, NEW YORK**

Division of Purchase
 PO Box 218, 2455-2459 Route 17M
 Goshen, New York 10924

Page 10

CATERPILLAR REPLACEMENT PARTS**BID NUMBER OC029-03****PROPOSAL**

DATE: _____

FIRM NAME: _____

The undersigned proposes to furnish and deliver: **CATERPILLAR REPLACEMENT PARTS** to the County of Orange, at the prices hereinafter stated, which prices are exclusive of all Federal and State taxes, in accordance with the Specifications and Information to bidders for the same, dated March 5, 2003 on file in the office of the Division of Purchase of the County of Orange, to wit:

Item Number	Description	Percent Discount
1	Caterpillar Backhoe	%
2	Caterpillar D-6 Dozer	%
3	Caterpillar D-4 Dozer	%
4	Caterpillar Rubber Tire Loader	%
5	Caterpillar DJB Dozer (Dump Truck)	%

Indicate Normal Delivery Time (*In hours*) _____

Indicate nearest parts facility to 10924 (*For Emergency Pickups*): _____

TERMS: As Needed

DELIVERY: As Indicated

Prices are to be listed as FOB Delivered: ORANGE COUNTY, NY. No freight and/or handling charges will be accepted.

 (Vendor Initial)