

CITY OF BUFFALO  
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
BUFFALO, NEW YORK 14202  
PHONE (716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS  
FOR  
**REPLACEMENT OF EXISTING  
125VDC STATION BATTERY SYSTEM**  
**FOR THE**  
**WATER DEPARTMENT**

DATE ISSUED: MARCH 3, 2017

**PRE-BID CONFERENCE: MARCH 21, 2017 AT 2:00 PM**  
(Buffalo Water Treatment Plant, Training Room, 2 Porter Avenue, Buffalo, NY 14201)

**BID OPENING DATE: APRIL 5, 2017 AT 11:00 AM**  
(City Hall, Purchasing Division, 65 Niagara Square, Room 1901 City Hall, Buffalo NY 14202)

**CITY OF BUFFALO**  
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
BUFFALO, NY 14202

**REGULATIONS**

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND;  
SERVICES**

**1. METHOD OF TENDERING PROPOSALS.**

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) **A bid bond, certified check, bank draft or letter of credit must accompany a bid under \$250,000.00.** If the total dollar amount of the bid exceeds \$250,000.00, then only a bid bond is acceptable, otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than \$10,000.00, no security need accompany the proposal.

(D) “Energy Star

For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the “Energy Star” label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.

(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason “Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

**(F) All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.**

**Forms EEO-2A and 2B are enclosed and must be completed and returned with your proposal.**

## **2. QUALIFICATIONS FOR BIDDER.**

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

**FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL BE REQUIRED WHEN ENTERING INTO A CONTRACT, SEE ITEM THREE (3) PARAGRAPH TWO (2) BELOW FOR POSSIBLE OPTIONS.**

**A BID BOND, BANK DRAFT, CERTIFIED CHECK, OR LETTER OF CREDIT FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID.**

## **3. CONTRACT AND BOND.**

(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

**Please note the City of Buffalo may waive its requirement of the above performance bond, at the discretion of the Director of Purchase. If approval is granted and your company is not required to submit a performance bond please list the credit price that would be deducted from your proposal.**

## **4. DISCOUNT.**

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

**5. PAYMENT.**

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

**6. PATENT INFRINGEMENT.**

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

**7. GENERAL.**

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

**8. TAXES.**

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

**9. TITLE.**

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

**10. ASSIGNMENT AND SUBCONTRACTING**

Pursuant to Article 22, Section 22-9 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest there under, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

**11. SUBCONTRACTOR LIST.**

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for approval and obtain written consent thereto prior to the execution of the contract.

**12. NATIONALLY KNOWN CORPORATIONS.**

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and the decision will be final.

**13. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.**

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

**14. NON-COLLUSIVE BIDDING CERTIFICATION.**

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

**15. SECTION 220-E, Labor Law.**

**PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.**

Every contract for or on behalf of the state or a municipality 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 shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

**16. COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS**

(A) When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo request for proposal that the participants shall have rights to make purchases based upon the proposals received by the City of Buffalo.

(B) The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

(C) The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

(D) Proposers shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful proposers agrees to accept the award of a similar contract with any

of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement

(E) Upon mutual agreement between the successful proposer and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.

**17. TERMINATION**

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Vendor.

If termination shall be without cause, the City shall pay the Vendor, all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Vendor (s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute.

**18. REQUIRED INSURANCE**

**1. CASUALTY INSURANCE**

The Contractor shall procure and maintain at the Contractor's own expense, without cost to the City, casualty insurance, as distinguished from fire insurance, for liability for damages arising from operations under the Contract until final acceptance by the City, and resulting in bodily injury, sickness and disease, including death, and for damage to or loss of property.

The Contractor shall procure insurance coverage's as hereinafter indicated by the "X" mark opposite each form of insurance policy required. Unless otherwise indicated, the City of Buffalo; the Buffalo Municipal Water Finance Authority; the Buffalo Water Board; Veolia Water North America-Northeast, LLC; and GHD Consulting Services Inc. shall be additional named insured's on each policy, with the exception of Owners Protective Liability Insurance.

X WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY AND DISABILITY COVERAGE

Insurance to cover the contractor as named insured for his liability under the law.

X PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY

Insurance to cover the Contractor as named insured, and including hereunder as hereafter required.

— (a) Blasting and explosion

X (b) Collapse or structural injury to any building or structure.

- X (c) Injury or destruction to underground property.
- X (d) Completed operations insurance between date of completion of the work and its final acceptance of the City.
- X (e) "Broad Form Property Damage" insurance, where Contract involves work on existing structures.
- X (f) "Broad Form" Contractual Liability Insurance to indemnify the City for liability assumed by the Contractor on behalf of the owner under the terms of the Contract.

X "ALL RISK" BUILDERS RISK POLICY  
 The Contractor shall provide an "All Risk" Builders Risk Policy in an amount equal to the contract price.

X AUTOMOBILE LIABILITY AND PROPERTY DAMAGE  
 Comprehensive automobile liability insurance to cover the Contractor, as named insured, for his ownership, maintenance or use, including loading and unloading, of any owned, hired or non-owned automobile used under this agreement both at and away from the job site.

X OWNERS PROTECTIVE LIABILITY INSURANCE  
 The Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this Contract, a separate policy of insurance naming the City of Buffalo; the Buffalo Municipal Water Finance Authority; and the Buffalo Water Board; as the sole insured's. The original policy shall be submitted for retention by the City. Said separate policy shall be in amounts \$2,000,000.00 per occurrence for bodily injury, and per occurrence for property damage, and shall provide coverage for the City of Buffalo; the Buffalo Municipal Water Finance Authority; and the Buffalo Water Board, their officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City of Buffalo; the Buffalo Municipal Water Finance Authority; and the Buffalo Water Board, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

2. POLICY LIMITS

The following amounts on policy limits shall be provided:

Automobiles - Bodily Injury and Property Damage combined per occurrence - \$2,000,000.00.

Comprehensive General Liability including Contractual Liability, Bodily Injury and Property Damage combined per occurrence - \$2,000,000.00.

3. SUBCONTRACTOR'S INSURANCE

Any subcontractor performing work under this Contract shall procure and maintain statutory insurance and other insurance as determined by the Contractor so as to properly cover the liability of both the Contractor and Subcontractor(s). The policy limits shall be the same as required of the Contractor and certificates of insurance shall be delivered to the Contractor.



4. OTHER INSURANCE PROVISIONS

(a) Certificate of Effective Insurance

The Contractor shall furnish or have on file with the City a certified copy of each kind of insurance policy herein required of the Contractor and shall furnish the City with certificates in duplicate evidencing that the required insurances are in effect for the particular Contract. The Contractor shall also furnish a certificate of insurance on the forms provided by the City substantially in the form attached herein.

(b) Cancellation Notice

Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be canceled, changed in any respect or not renewed without thirty (30) days prior of written notice to the City of the intention to cancel, change or not renew.

(c) Renewal of Policy

All required insurance policies shall be kept in full form and effect until the satisfactory completion of the work to be performed under the Contract Documents and the Contractor shall provide the City with satisfactory evidence of renewal of such policies and the payment of applied premiums at least thirty (30) days prior to the stated expiration date.

(d) State Authorization

Insurance policies shall only be written on insurance companies authorized to do such business in the State of New York.

**REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM  
FOR THE  
WATER DEPARTMENT**

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BID ON REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM FOR THE WATER DEPARTMENT," addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, NY 14202, will be received until 11:00AM, local time, WEDNESDAY, APRIL 5, 2017.

The City of Buffalo, Division of Purchase is requesting bids for the Water Department to purchase a REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM. Vendor shall replace the existing 125VDC 200AH battery and battery charger located at the Colonel Ward High Service Pumping Station (CWPS) as specified herein.

The City of Buffalo Colonel Ward Pumping Station (CWPS) is located at the Foot of Porter Avenue, Buffalo, New York.

Colonel Ward High Service Pumping Station (CWPS) supplies drinking water to City of Buffalo and it must maintain operation 24 hours a day, 7 days a week. Any interruption of the CWPS operation is unacceptable.

The existing 125VDC battery system provides 125VDC auxiliary control power supply to the station's critical electrical loads, 5kV main switchgear and the emergency power generator. Failure of the existing battery would result in an abrupt hard shutdown of the CWPS operations, which is unacceptable.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. City of Buffalo also reserves the right to award the contract on such as the City deems will best serve its interests.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Brand names used in these specifications are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All proposals that meet or exceed specifications will be considered.

Questions regarding this proposal and/or any products must be put in writing no later than 2pm on Thursday March 16, 2017 to Marlena Barker, Buyer at [mcbarker@city-buffalo.com](mailto:mcbarker@city-buffalo.com).

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.

**REPLACEMENT OF EXISTING  
125VDC STATION BATTERY SYSTEM**

• **EXISTING BATTERY DESCRIPTION**

The existing 125VDC battery system consists of (92) 1.2VDC ALCAD LP200 Ni-Cad single-cell batteries, battery racks, (1) Marathon 240VAC/130VDC battery charger, miscellaneous mounting and connecting hardware, and equipment interconnecting wiring.

The existing battery is housed in the battery room, which is located immediately adjacent to the CWPS 5kV electrical switchgear room on the station's electrical/control mezzanine.

The battery charger is located in the 5kV switchgear room.

• **REPLACEMENT EQUIPMENT**

The replacement battery shall conform to the latest requirements of the IEEE 1106, "Recommended Practice for Installation, Maintenance, Testing and Replacement of Vented Nickel-Cadmium Batteries for Stationary Applications".

The replacement battery components shall be the SBS Storage Battery Systems Inc. or approved EnerSys equal, consisting of the following items:

- 1) Battery Charger, SBS AT10-130-030E240SX SXAXXXX. The charger shall be NEMA1; 240VAC single-phase input/130VDC, 30A output; input/output CBS; +/- ground fault; AC/DC pilot lights; float /equalize selector switch with indicating lights; auxiliary alarm board, etc.
- 2) (92) KPL210P low-rate single-cell Ni-Cad pocket-plate batteries.
- 3) (2) 3-step battery racks, (1) SGL3-23 and (1) SGL3-12.
- 4) (2) spill containments: (1) SC92-28P14, with 14 pillows and (1) SC50-28P8 with 8 pillows.
- 5) All necessary and required battery component mounting and connecting hardware and interconnecting wiring.

• **WORK DESCRIPTION**

Contractor's work shall be per equipment manufacturer installation instructions, and in compliance with all applicable NFPA70 (NEC), OSHA and IEEE requirements, as well as the industry accepted work practices.

SPECIFICATIONS

BIDDER COMPLIES  
YES NO DEVIATIONS

• **WORK DESCRIPTION** *(Continued)*

All work shall be performed in compliance with City of Buffalo Code, while neat and clean work areas are maintained with cleanup of each work area upon work completion.

At a minimum, Contractor shall furnish the following tasks for a complete and successful replacement battery installation:

- 1) Furnish a temporary 125VDC battery to maintain the COB CWPS uninterrupted operation. The temporary battery shall provide 125VDC power to the station 5kV main switchgear and the PS emergency Kohler generator.
- 2) Demolish and properly dispose the existing 125VDC battery cells, battery racks, battery charger, equipment interconnecting wiring, and all associated mounting and connecting hardware and accessories.
- 3) Supply and install the specified 125VDC replacement battery equipment including the new batteries, battery racks, environmental spill containers, battery charger, all associated equipment mounting and connecting hardware, and all necessary and properly sized interconnecting wiring (wire, conduit and terminations) to make it a complete installation. Charge the batteries as recommended by the battery manufacturer.
- 4) On installation completion, perform pre-energization battery tests and capacity verifications in compliance with IEEE 1106.
- 5) Supply and install the battery charger common alarm signal to the station existing SCADA system equipment located in the nearby station's Control Room. This task shall be completed in communications and under guidance of the CWPS SCADA Contractor Michael Carson (phone: 716.864.2199). This work shall include supply and installation of all necessary and properly sized equipment interconnecting wire, conduit and terminations.
- 6) Instruct the Owner's designated personnel as to O&M of the replacement battery equipment.
- 7) Demonstrate to the Owner/Operator/Engineer satisfaction that the replacement battery supplied and performs as specified, and is ready for the turn over. Turn the system over to the Owner
- 8) On completion, provide to Owner (3) hard sets and one electronic copy of the replacement battery equipment O&M instruction manuals.

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

**Company Name:** \_\_\_\_\_

## **NOTIFICATION OF AWARD**

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder

## **PRE-BID MEETING**

A pre-bid/proposal question and answer meeting will be held on Wednesday March 21, 2017 at 2:00 PM. The pre-bid meeting will be conducted at the Buffalo Water Treatment Plant, Training Room, 2 Porter Avenue, Buffalo, New York 14201.

**It is highly recommended that all parties wishing to submit a bid proposal attend this pre-proposal conference** and are invited to submit questions for review at the meeting.

Bid Opening – April 5, 2017 at 11:00AM at Buffalo City Hall, Division of Purchase, 65 Niagara Square Room 1901, Buffalo NY 14202. **Any bid proposal received after this time will not be accepted.**

## **METHOD OF BIDDING**

**Submittal of the bid proposal shall be held in evidence that Bidder has examined the work site, is knowledgeable of the project scope of work, the work site conditions, and the site Owner/Operator requirements for the specified work.**

**Bidder shall bid on a lump price basis.**

**Bid proposals shall be based on paying all employees, engaged in the work described herein, the prevailing rate of wages and related benefits.**

**Bid proposals shall provide for the replacement battery components lead time.**

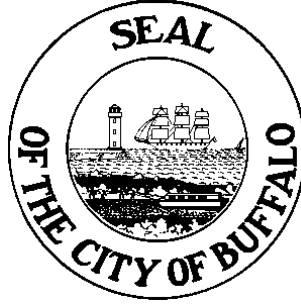
**Bid proposals shall outline Bidder's proposed sequence of work, including estimate of elapsed time for completion of the project.**

**Pages (11-12) shall be returned with bid noting any exceptions. It will be presumed that the bidder is bidding as specified, if exceptions are not listed.**

## **ALL INFORMATION REQUIRED**

**BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM.  
FAILURE TO FOLLOW INSTRUCTIONS SHALL BE REASON FOR DISQUALIFICATION.  
NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING  
REMOVED FROM THE BIDDER'S LIST FOR THIS COMMODITY GROUP.**

**WILLIAM L. SUNDERLIN, DIRECTOR  
DIVISION OF PURCHASE**



**CITY OF BUFFALO**  
NEW YORK

DEPARTMENT OF ADMINISTRATION & FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
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PHONE (716) 851-5222 FAX (716) 851-5231

**FORMAL PROPOSAL**  
**REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM**  
**FOR THE**  
**WATER DEPARTMENT**

Covered by Specifications ADVERTISED ON: MONDAY MARCH 6, 2017

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 11:00A.M., Local Time, WEDNESDAY, APRIL 5, 2017, at which time all bids will be publicly opened.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
1	REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM AS PER DETAILED SPECIFICATIONS/BID PROPOSAL	\$ _____

**If your company is the successful bidder and the City of Buffalo grants approval to waive the performance bond for this contract please list the cost savings that would be credited to the City of Buffalo on this contract**

**Credit to be applied:** \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

REMIT TO ADDRESS \_\_\_\_\_

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED \_\_\_\_\_ % IN THIRTY (30) DAYS.

**We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.**

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

PARTNERS CONSTITUTING \_\_\_\_\_  
PARTNERSHIP \_\_\_\_\_

INCORPORATED IN WHAT STATE, IF CORPORATION? \_\_\_\_\_

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE \_\_\_\_\_

<u>* CORPORATE OFFICERS' NAMES</u>	<u>TITLES</u>	<u>ADDRESSES</u>
_____	_____	_____
_____	_____	_____

<u>* PRINCIPAL STOCK HOLDERS</u>			
<u>NAMES</u>	<u>ADDRESSES</u>	<u>NAMES</u>	<u>ADDRESSES</u>
_____	_____	_____	_____
_____	_____	_____	_____

\* Note: This information is not required from nationally known corporations.

**NON-COLLUSION CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certificates, and in the case of a joint bid, each party thereto certifies as to it's own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME \_\_\_\_\_

PRINCIPAL ADDRESS \_\_\_\_\_

STREET \_\_\_\_\_

CITY STATE ZIP CODE \_\_\_\_\_

**SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS**

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME ABOVE)

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME)



**FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT**

The \_\_\_\_\_  
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

\_\_\_\_\_  
(Signature of Authorized representative of Bidder)

Date \_\_\_\_\_

**BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.**

EEO-2A

**(MWBE SUBCONTRACTOR UTILIZATION)**

**Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT**

<b>Name of Project: REPLACEMENT OF EXISTING 125VDC STATION BATTERY SYSTEM</b>				<b>City of Buffalo</b> Mayor's Office of Contract Compliance 2201 City Hall, Buffalo, New York 14202						
<b>Date: 4/5/2017</b>										
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>		<b>6.</b>	<b>7.</b>	<b>8.</b>		
<b>Name of Contractor</b>	<b>Contract Amount</b>	<b>City of Buffalo Business</b>	<b>Section 3 Business</b>	<b>Competitive</b>		<b>MBE</b>	<b>WBE</b>	<b>Specify the Type of Work</b>		
				<b>YES</b>	<b>NO</b>			<b>a. Construction</b>	<b>b. Supplies</b>	<b>c. Services</b>