

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

**MODIFIED STOCKPILE PATCHING MATERIAL**

**FOR THE**

**DIVISION OF ENGINEERING**

DATE ISSUED: APRIL 4, 2017  
BID OPENING: APRIL 18, 2017  
AT 10:00 A.M  
BUYER: MARILYN FAZIO

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.

**For purposes of this bid, the dollar amount of the bid surety to be submitted with this proposal shall be based on 1500 tons of modified stockpile patching material picked-up by City-owned trucks.**

(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 can not 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%.**

**Form EEO-2 is 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.

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

**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.**

(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 informalities. 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 thereunder, 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.

**MODIFIED STOCKPILE PATCHING MATERIAL**

**FOR THE**

**DIVISION OF ENGINEERING**

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BID ON MODIFIED STOCKPILE PATCHING MATERIAL FOR THE DIVISION OF ENGINEERING" addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202, will be received until 10:00 A.M., local time, TUESDAY, APRIL 18, 2017.

The City of Buffalo, Division of Purchase is requesting bids for the Division of Engineering to purchase MODIFIED STOCKPILE PATCHING MATERIAL, and the following specifications.

The City of Buffalo reserves the option to purchase additional quantities of the above units at the bid prices, under the same terms and conditions from July 1, 2017 to June 30, 2018. If agreeable to the successful vendor and if necessary funds become available, may renew an additional four (4) one (1) year periods with all terms the same and agreeable to both parties.

For purposes of this bid, the dollar amount of the bid surety to be submitted with this proposal shall be based on 1500 tons of modified stockpile patching material picked-up by City-owned trucks.

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.

For questions regarding these products or any other information contact Marilyn Fazio, Buyer, Division of Purchase by email at [mfazio@city-buffalo.com](mailto:mfazio@city-buffalo.com) .

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.

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.



SPECIFICATIONS:

The City of Buffalo, Division of Engineering, requires an estimated quantity of 1500 tons of plant-mixed modified stockpile material as per the following specifications:

ALL AMOUNTS ARE APPROXIMATE AND WILL BE PURCHASED AT UNIT PRICE.

**DESCRIPTION:**

This material shall be a plant or pug mill mixed high performance pavement patching material capable of storage in an uncovered outdoor stockpile for a minimum of 12 months. It shall be composed of laboratory approved mineral aggregates and modified bituminous QPR Liquid Oil Blend, or equal, capable of coating wet aggregates without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15° F. and be capable of retaining adhesive qualities in wet applications. The patching material shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement repair area is overlaid.

**ENVIRONMENTAL IMPACT:**

The modified bituminous asphalt repair must have an independent test conducted by a certified laboratory as to toxicology results in a Static Acute Bio Assay Procedures for Hazardous Materials which determines effect of run-off into waterways, lakes, ponds, and ground water. Futhermore, results of analysis for the toxicity should indicate a 0% mortality rate of Daphnia magna at 100% effluent concentration. Further, the repair material must be classified as non-hazardous, and biologically non-toxic. Laboratory results must be available for review.

**MATERIALS:**

A. Aggregates

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse aggregate shall be from the plant site and laboratory tested. Sampling and testing methods shall be in accordance with accepted local practice.

SPECIFICATIONS:

BIDDER COMPLIES  
YES NO DEVIATIONS

Gradation analysis to comply with all local requirements.  
Recommended gradation analysis is as follows:

SCREEN SIZES  
PERCENTAGE PASSING

3/8"	100
#4	20-85
#8	2-40
#16	0-10
#50	0-6
#200	0-2

All aggregate percentages are based on the total weight of aggregate.

ASTM C-88	Soundness Loss	12.0% Max.
ASTM C-131	Los Angeles Abrasion	40.0% Max.
ASTM C-117	-200 Sieve (by wash)	2.0% Max.
ASTM C-127, 128	Absorption	1.0-2.0% Max.
ASTM C-127, 128	Specific Gravity	2.55-2.75% Max.
ASTM C-123	Soft Aggregates	3.0% Max.

Aggregate Acceptance

Aggregate compatibility approval must be obtained from a certified quality control facility prior to material production at any mixing plant.

B. Bituminous Material

The modified bituminous liquid oil blend shall be QPR, or equal, which meets the following requirements:

ASTM D-1310	Flashpoint (TOC):	200° F (94° C.) minimum
ASTM D-2170	Kinematic Viscosity at 60°C (140° F):	300-4000
ASTM D-95	Water:	0.2% maximum
ASTM D-402	Distillate Test (Volume of original sample):	
	To 437° F (225° C)	None
	To 500° F (260° C)	0-5%
	To 600° F (315° C)	0-25%
	Residue from distillate at 680° F (360° C)	72-95%

SPECIFICATIONS:

**RESIDUE TESTS**

ASTM	D-2171	ABS. Viscosity at 140° F (60°C):	125-425 poises
ASTM	D-5	Penetration:	200 Minimum
ASTM	D-113	Ductility at 39° F (4°C) 0.4 in./Min:	100 Minimum
ASTM	D-2042	Solubility in Tricloroethylene:	99% Minimum

QPR® Liquid Oil Blend, or equal, shall be shipped from authorized blending terminal locations. Liquid shall be completely blended at terminal under supervision of authorized Quality Control personnel. No additives, modifiers, or extra ingredients are to be introduced into the liquid oil blend at any time after shipment from terminal. A copy of bill of lading and material certification shall accompany every shipment. Liquid Oil Blend, or equal, shall be shipped in insulated tankers to maintain oil temperature during transportation.

**COMPOSITION OF MIXTURES:** The producer shall submit with bid, a Job Mix Formula for the standard mixture and the Job Mix Formula shall be submitted to:

Don Poletto  
Department of Public Works  
Division of Engineering  
502 City Hall  
Buffalo, New York 14202

**MANUFACTURING PREPARATION & OPERATION**

**ASPHALT PLANT PRODUCTION**

The mixture is to be produced through a conventional asphalt plant only under the direct supervision of a qualified sales representative and finished product will not exceed 180°F. The bituminous liquid oil blend shall not be heated above 220°F. The final mixture must be tested in accordance with QPR, or equal, on-site quality control requirements. When producing in an asphalt plant with heat, the finished QPR®, or equal, material must be left in dump truck size loads for a minimum of 48 hours prior to pushing the material up into a large cone shaped stock pile, thus allowing the QPR, or equal, material to cool off to ambient temperature.

**PUGMILL PRODUCTION**

The mixture can be produced through a cold manufacturing process (PUG MILL). The QPR Bituminous Liquid Oil Blend, or equal, shall be heated between 200°F to 220°F. The QPR Liquid Oil Blend, or equal, temperature is elevated to help with the adhesion process between the bituminous liquid and the aggregate. The finished mix will not exceed 180°F when produced through the Pug mill. The final mixture must be tested in accordance with the QPR, or equal, on-site quality control requirements.

SPECIFICATIONS:

**STOCKPILE INSPECTION**

Prior to production, the stockpile site is to be inspected for any contaminants that may affect the quality of the QPR, or equal, High Performance Permanent Cold Patch. The stockpile area should be a hard clean surface, preferably paved with concrete, or a bituminous surface and have proper retention.

**SPECIFICATION SAMPLING**

A one quart sample of the QPR Liquid Oil Blend, or equal, will be retained at the asphalt blending terminal prior to shipment. Upon delivery of the transport tanker, an additional one-quart sample will be taken at the production site by the sales representative and will be performed at the half way point of the load and is to be retained by the customer / producer for a period of one year, or until the stock pile is depleted.

**QPR QUALITY CONTROL**

On each load, a Quality Control Report will be prepared by the QPR, or equal, quality control technician. All phases of production of the plant operation and the material testing on each 150 tons of production will be prepared and entered accordingly in each category. Site tests will be completed which include Spot Test, Strip Resistance, Coating Observation and Roll Test.

**HEATING OF FINISHED PRODUCT**

QPR, or equal, should not be heated above 70°F (21°C) when utilizing a hot box.

**STOCKPILING**

One (1) year shelf life. QPR, or equal, may be stockpiled up to 12 months in an uncovered outdoor stockpile. The plant mixed Modified Patching material must be stockpiled in a heated shed and delivered to 1120 Seneca Street at a minimum temperature of 50 degrees F.

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

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

\_\_\_\_\_  
(PRINT NAME) Authorized Signer

## **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.

## **METHOD OF BIDDING**

Bidders shall quote a price per ton delivered and dumped to 1120 Seneca Street, also price per ton picked up by City-owned trucks.

Page (9-12) shall be returned with bid noting any exceptions. **It will be presumed that the bidder is bidding as specified, if exceptions are not listed.**

Delivery shall be to the Division of Engineering, 1120 Seneca St., Buffalo, New York within 24-hours, as required.

Successful bidder must invoice the City of Buffalo on a monthly basis.

The Job Mix Formula shall be submitted with the bid, addressed to Don Poleto, Division of Engineering.

The Director of Purchase reserves the right to award this contract, after considering bid proposals, in the best interest of the City of Buffalo.

**DELIVERIES:** Quanties ordered at any one time shall be “reasonable” amounts that warrant the manufacturer to produce said material at the bid price.

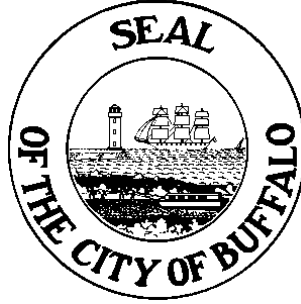
Deliveries shall be made in accordance with instructions furnished with each order, unless otherwise directed in writing. A clear and legible weight slip is required with delivery.

THE DIVISION OF ENGINEERING MAY REQUEST A SAMPLE OF PRODUCT FROM THE SUCCESSFUL BIDDER, PRIOR TO FINALIZING THE AWARD.

### **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  
BUFFALO, NY 14202

**FORMAL PROPOSAL**  
**MODIFIED STOCKPILE PATCHING MATERIAL**  
**FOR THE**  
**DIVISION OF ENGINEERING**

Covered by Specifications ADVERTISED ON: THURSDAY, APRIL 6, 2017

This bid must be returned to the Division of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 10:00 A.M., Local Time, TUESDAY, APRIL 18, 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.

**APPROX. 1500 TONS OF PLANT MIXED MODIFIED STOCKPILE PATCHING MATERIALS**

DELIVERED AND DUMPED AT 1120 SENECA STREET \$ \_\_\_\_\_ PER TON  
PICKED-UP BY CITY-OWNED TRUCKS \$ \_\_\_\_\_ PER TON  
CHARGE FOR WAITING TIME, IF ANY \$ \_\_\_\_\_

**DELIVERY SHALL BE 24 HOURS AFTER NOTIFICATION TO VENDOR.**

**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: \$ \_\_\_\_\_ PER TON**

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.

PLANT LOCATION \_\_\_\_\_

DISTANCE IN MILES FROM YOUR PLANT TO THE DIVISION OF ENGINEERING, MAINTENANCE FACILITY AT 1120 SENECA ST., BUFFALO, NY. \_\_\_\_\_MILES

CONTRACT PERIOD: FROM JULY 1, 2017 TO JUNE 30, 2018. THIS CONTRACT MAY BE RENEWED FOR FOUR (4) ONE-YEAR PERIODS, IF AGREEABLE TO BOTH THE CONTRACTOR AND THE CITY OF BUFFALO.

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 ABOVE)

**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.**

**(MWBE SUBCONTRACTOR UTILIZATION)**

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

<b>Name of Project: MODIFIED STOCKPILE PATCHING MATERIAL</b>				<b>City of Buffalo</b> Mayor's Office of Contract Compliance 1701 City Hall, Buffalo, New York 14202						
<b>DATE: APRIL 18, 2017</b>										
1.	2.	3.	4.	5.		6.	7.	8		
Name of Contractor	Contract Amount	City of Buffalo Business	Section 3 Business	Competitive		MBE	WBE	Specify the Type of Work		
				YES	NO			A. Construction	B. Supplies	C. Services