

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
(716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS
FOR

RECAPPED TIRES

FOR THE

DEPARTMENT OF PUBLIC WORKS

DATE ISSUED: APRIL 4, 2017
BID OPENING DATE: APRIL 18, 2017
AT 10:30 A.M.
BUYER: BRIAN KINYOUN

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 bid.** If bid exceeds \$250,000.00 bid bond only, 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 submit 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 EEO-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 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 his approval and obtain his 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 his 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.

RECAPPED TIRES
FOR THE
DEPARTMENT OF PUBLIC WORKS

PROPOSALS IN SEALED ENVELOPES, marked “FORMAL BID ON RECAPPED TIRES FOR THE DEPARTMENT OF PUBLIC WORKS”, addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202, will be received until 10:30 A.M., local time, TUESDAY, APRIL 18, 2017.

The City of Buffalo is requesting bids for recapped tires for the period from July 1, 2017 through June 30, 2018. This contract may be renewed for four (4) one-year periods, if agreeable to both the City of Buffalo and the Contractor.

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 of Buffalo.

Prices quoted shall cover the purchase of recapped tires with conventional tread, and for mud and snow tread on all truck tire sizes.

Prices quoted for all truck tire sizes must be per our specifications. Only sound carcasses shall be used for recapping. Tires for recapping are to be picked up at least twice weekly.

PRICE QUOTED INCLUDES DELIVERY TO THE STREETS DEPARTMENT, 197 BROADWAY STREET, BUFFALO, NY 14224.

METHOD OF BIDDING

Process bid must be COLD PROCESS only.

Bidders need not bid the entire contract. Vendors may bid by groups 1 or 2 or as a whole. The Director of Purchase reserves the right to award the contract by groups and/or to the overall low bidder. Group 1 will be conventional tread and mud and snow tread. Group 2 will be Bobcat tires.

Bidders shall quote price for each truck tire size listed, in the tread/depth shown.

Bidders shall quote prices for nail hole repair, spot repair and section repair.

Bidders shall enclose pertinent information relative to recapping equipment used, tread design, etc.

PERFORMANCE

Truck tires sent out for recapping shall be returned to the City within ten (10) working days, from placement of order. Loader tires sent out for recapping shall be returned to the City within four (4) weeks time. Failure to provide recapped tires within the allotted time will be cause for termination of contract.

Bidders shall specify name and location of plant at which work is to be done. The representatives of the City of Buffalo reserve the right to check the equipment and facilities of the bidders before awarding a contract for work to be done.

The representatives of the City of Buffalo shall have access to the successful bidder's plant at any time during which truck tires are in the process of being recapped.

The successful bidder shall, on notification from the Department of Public Works, pickup truck tire or tires at the various City-owned garages, thoroughly inspect or test the same, to determine whether the carcasses are sound and warrant recapping, or are to be disposed of. Price for pickup and delivery shall be included in bid price.

The successful bidder shall assume the full responsibility for rejecting such carcasses that are unfit for recapping or repair. Every carcass rejected will be returned to the City of Buffalo for disposal. Each carcass will be clearly marked or coded to identify each tire against a written invoice detailing the reason or reasons for rejection.

The City of Buffalo reserves the right to rebid, cancel, terminate any part or parts of this contract at its discretion for non performance of any provisions contained herein prior to awarding or after contract award is made.

Should the City of Buffalo acquire any trucks or other equipment equipped with tires of a size other than those listed in these specifications, Contractor will quote prices on request for recapped tires or the purchase of cap & casing comparable to the prices quoted in this bid.

Contractor will guarantee all rubber to be 100% pre-cured "cold capping process" of top quality, for sizes up to and including 385/65R22.5

Contractor will guarantee all rubber to be 100% natural, of top quality, full capped for sizes 17.5X25 through 23.5 X 25. Full depth loader tread design in non directional treads for both radial and bias ply loader tires.

METHOD OF AWARD

Bid will be awarded by group and/or on the total composite bid for both groups.

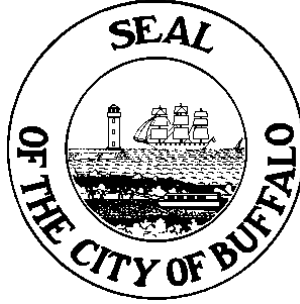
NOTIFICATION OF AWARD

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

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
PHONE (716) 851-5222 FAX (716) 851-5231

FORMAL PROPOSAL
RECAPPED TIRES
FOR THE
DEPARTMENT OF PUBLIC WORKS

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 10:30 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. **QUANTITIES ARE APPROXIMATE**

GROUP 1

QUANTITY	SIZE	MIN. TREAD DEPTH	PRICE EACH	TOTAL
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CONVENTIONAL TREAD - LIGHT TRUCKS

15	9R17.5		\$ _____	\$ _____
8	10R17.5		\$ _____	\$ _____

ACCEPTABLE TREADS

OLIVER REV TREAD
BANDAG ECLIPSE RIB, OR COMPARABLE

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.

GROUP 1 CONTINUED

<u>QUANTITY</u>	<u>SIZE</u>	<u>MIN. TREAD DEPTH</u>	<u>PRICE EACH</u>	<u>TOTAL</u>
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MED. TRUCK WIDE BASE

30	385/65R22.5		\$ _____	\$ _____
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ACCEPTABLE TREADS

BANDAG BRM WB
OLIVER MD WIDE BASE, OR COMPARABLE

MUD & SNOW – LIGHT TRUCKS

30	245/70R19.5		\$ _____	\$ _____
20	225/70R19.5		\$ _____	\$ _____
16	215/85R16		\$ _____	\$ _____
12	225/75R16		\$ _____	\$ _____
10	235/85R16		\$ _____	\$ _____

ACCEPTABLE TREADS

OLIVER ORCO PD CDN
SUPER TRACTION DEEP
BANDAG METRO MAX DRIVE
COMMERCIAL TRACTION DEEP, OR COMPARABLE

MUD & SNOW - MEDIUM TRUCKS

300	11R22.5	22/32	\$ _____	\$ _____
100	12R22.5	22/32	\$ _____	\$ _____

ACCEPTABLE TREADS

BANDAG BDX
BRM
OLIVER WINTER TRAC II
APWS OR COMPARABLE

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.

IF ABOVE TREAD DESIGN IS UNACCEPTABLE FOR CERTAIN VEHICLES, THE CITY WOULD LIKE THE OPTION TO PURCHASE THE FOLLOWING TREAD DESIGNS FOR THESE TIRE SIZES.

	<u>11R22.5</u>	<u>12R22.5</u>
MICHELIN XDN	\$ _____	\$ _____
XZY	\$ _____	\$ _____
XDY	\$ _____	\$ _____
BANDAG BDR HT	\$ _____	\$ _____
RTP	\$ _____	\$ _____
BDM	\$ _____	\$ _____
G/Y G 338	\$ _____	\$ _____
G 186	\$ _____	\$ _____
G 177	\$ _____	\$ _____
50 EA. 315/80R22.5	\$ _____	\$ _____

ACCEPTABLE TREADS

BANDAG BRM
 BDX
 OLIVER WINTER TRAC II
 APWS, OR COMPARABLE

RECONDITION WHEELS-SANDBLAST, PRIME, & POWDER COAT

10	OPEN WHEEL 8.25 X 22.5	\$ _____	\$ _____
30	DISC WHEEL 8.25 X 22.5	\$ _____	\$ _____
10	DISC WHEEL 12.25 X 22.5	\$ _____	\$ _____
10	15" WHEELS	\$ _____	\$ _____
15	16" WHEELS	\$ _____	\$ _____
6	16.5" WHEELS	\$ _____	\$ _____
10	17.5" WHEELS	\$ _____	\$ _____
10	19.5" WHEELS	\$ _____	\$ _____

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.

	<u>WITH RECAP</u>	<u>WITHOUT RECAP</u>
PRICE FOR NAIL HOLE REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR SPOT REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR SECTION REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR BEAD REPAIR	\$ _____ EA.	\$ _____ EA.

GROUP 2 BOBCAT TIRES

	FOAM FILL	RECAP FOAM FILLED	RECAP NOT FOAM FILLED
4	12-16.5 \$ _____	\$ _____	\$ _____
12	10-16.5 \$ _____	\$ _____	\$ _____

	<u>WITH RECAP</u>	<u>WITHOUT RECAP</u>
PRICE FOR NAIL HOLE REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR SPOT REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR SECTION REPAIR	\$ _____ EA.	\$ _____ EA.
PRICE FOR BEAD REPAIR	\$ _____ EA.	\$ _____ EA.

TOTAL PRICE \$ _____

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: \$ _____

LOCATION OF RECAPPING PLANT: _____

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.

***NOTE:** IF AVAILABLE RADIAL AND BIAS PLY LOADER TIRES ARE TO BE BID WITH NON DIRECTIONAL STANDARD LOADER TREAD DEPTH AND BE 100% TOP QUALITY, FULL CAPPED NATURAL RUBBER FOR ALL SIZES THROUGH 23.5 X R25.

PROCESS MUST BE COMPARABLE IN DESIGN AND DEPTH TO THAT SPECIFIED. IF EXCEPTIONS ARE MADE, BIDDER MUST STATE IN DETAIL HOW THE VARIED PROPOSAL MEETS OR EXCEEDS THE SPECIFICATIONS.

THE CITY HAS THE RIGHT TO DETERMINE WHAT TREADS ARE COMPARABLE FOR REPLACEMENT.

CONTRACT PERIOD FROM JULY 1, 2017 THROUGH JUNE 30, 2018. CONTRACT MAY BE RENEWED FOR FOUR (4) ONE-YEAR PERIODS, IF AGREEABLE TO BOTH PARTIES.

PRICE QUOTED INCLUDES DELIVERY TO THE STREETS DEPARTMENT, 197 BROADWAY STREET, BUFFALO, NY 14224.

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 _____

* CORPORATE OFFICERS' NAMES TITLES ADDRESSES

* PRINCIPAL STOCK HOLDERS
NAMES ADDRESSES NAMES ADDRESSES

* 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.

EEO FORM-2A

(MWBE SUBCONTRACTOR UTILIZATION)
Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT

Name of Project: RECAPPED TIRES				City of Buffalo Mayor's Office of Contract Compliance 2201 City Hall, Buffalo, New York 14202						
Date: APRIL 18, 2017										
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	<u>NO</u>			<u>Construction</u>	b. Supplies	c. Services