



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

**SNOW PLOWS**

**FOR THE**

**DEPARTMENT OF PUBLIC WORKS**

DATE ISSUED: AUGUST 9, 2017  
BID OPENING DATE: AUGUST 23, 2017  
AT 10:30 AM  
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 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 NOT BE REQUIRED WHEN ENTERING INTO A CONTRACT, HOWEVER, BID SURETY (BID BOND, CERTIFIED CHECK, BANK DRAFT OR IRREVOCABLE LETTER OF CREDIT) FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID. IF TOTAL AMOUNT IS \$250,000 OR ABOVE BOTH PERFORMANCE BOND AND BID SURETY WILL BE REQUIRED.**

## **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.

(B) **ALTERNATIVES TO PERFORMANCE BONDS.** Where the cost for the purchase of materials, supplies or equipment does not exceed two hundred fifty thousand dollars (\$250,000.00), the head of the City agency charged with the execution of the contract may, in his/her discretion, waive the requirement of a performance bond and authorize instead the submission of a certified check, bank draft or letter of credit in the amount of fifty percent (50%) of said cost. Where the cost of such purchase exceeds two hundred fifty thousand dollars (\$250,000.00), the Common Council may, upon the recommendation of the head of the city agency charged with the execution of the contract, waive the requirement of a performance bond and authorize instead the submission of a bank draft, certified check or letter of credit in the amount of fifty percent (50%) of said cost.

(C) **EXCEPTIONS.** Wherever the total of items awarded to any bidder is less than \$10,000.00, purchase orders will be issued and no performance bond will be required. This exception does not apply where a trade-in is involved. In such cases the gross total quoted amount shall be the determining figure. A bond, or other security, shall be required when the amount is \$10,000.00 and over.

**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 Section 408 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 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.

**SNOW PLOWS**  
**FOR THE**  
**DEPARTMENT OF PUBLIC WORKS**

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BID ON SNOW PLOWS FOR THE DEPARTMENT OF PUBLIC WORKS," addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, NY 14202, will be received until 10:30 AM, local time, WEDNESDAY, AUGUST 23, 2017.

The City of Buffalo, Division of Purchase is requesting bids for the Department of Public Works to purchase four (4) SNOW PLOWS, 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 date of contract through June 30, 2018. If agreeable to the successful vendor and if necessary funds become available, may renew an additional four (4) one year periods with all terms the same and agreeable to both parties.

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.

Completed units must be fully operational when delivered to the City of Buffalo, Department of Street Sanitation Garage located at 197 Broadway, Buffalo, New York.

**MUST BE DELIVERED WITH MODIFICATION TO THE HITCH ASSEMBLY TO ADAPT TO JRB COUPLER MODEL# 544 JPL**

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.

For questions regarding this product or if you need any other information contact Brian Kinyoun, Buyer, Division of Purchase at [bkinyoun@city-buffalo.com](mailto:bkinyoun@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.



SPECIFICATIONS

**NEW WAUSAU™-STREET SMART MODEL: MF3.4, OR EQUAL  
MULTI-SECTION REVERSIBLE SNOW PLOW**

Model: MF3.4  
 Length: 10'6"  
 Cutting Width at 32°: 8'11"  
 Height: 41"  
 Moldboard Thickness: 10 ga.  
 Return Springs: 4  
 Weight: 2650 lbs.

**PLOWS**

Power reversible snow plow, equal to Wausau Street Smart Multi-Section Plows model MF34.

The plows offered must be the manufacture's current model and conform to the following specifications. Prototype or experimental must have been sold in substantial quantities for a minimum of two (2) years prior to the bid opening date. Complete descriptive literature must be returned with bid.

**MOLDBOARD**

The plow shall consist of (4) independent moldboard sections, independently spring loaded to the ground enabling the plow to negotiate varying ground obstacles by guiding the individual moldboard sections upward without tilting forward. Design shall be such that the shock of impact is absorbed by the individual section and the blade section only. The shock of the moldboard raising shall be absorbed by two "Vulcolan" shock absorber bumpers mounted to the central frame behind each moldboard section. After clearing the obstacle, the cutting edge shall immediately move back into clearing position, and the affected section shall be pushed against the surface of the roadway. The highest obstacle height able to be negotiated shall be 6 inches. Upon encountering obstacles up to this height, the snow plow shall still clear close to the ground over its entire length, and only the affected section will respond to the obstacle. The plow shall include means for stabilizing the operational height when the body sections are deflected until the section again returns to normal position and takes over control. The plow shall have "weld on" curb protection shoes on the left and right for protection when bumping curbs, sidewalks, and other high borders which are difficult to locate under the snow. The plow shall be equipped with (4) replaceable ¾" x 6" cutting edge sections (one per moldboard section) that are heat treated to 57-67 Rockwell "C" and that the plowing position operate at 25 degrees from the vertical. There shall be (4) holes in each cutting edge spaced 1" from the top and 7-7/8" apart.

The moldboard material shall be 50000 PSI yield 10 gauge minimum. Each section of moldboard shall be 31.5" long. Each moldboard section shall have (4) vertical ribs made of 50000 PSI yield, 5/16" thick material. Each moldboard section shall also have one horizontal rib of 2 ½" x 2 ½" x ¼" x 30 ¾" steel angle, and shall have an angle of 2 ½" x 3" x 3/8" steel where the cutting edge shock absorbing plate is attached. The cutting edge shall not be

SPECIFICATIONS

BIDDER COMPLIES  
YES NO DEVIATIONS

attached to the moldboard directly. It shall be attached to the bottom of the moldboard through a shock absorbing plate made of "Vulcolan" material. This Vulcolan material shall be 1-1/8" thick by 4-7/8" wide by 30-5/8" long, shall be one piece per moldboard section, and shall allow the cutting edge to trip without the moldboard laying on the forward. The moldboard sections shall pivot on a parallelogram linkage during tripping on (4) 303 stainless steel pins of 7/8" diameter. The parallelogram shall consist of glass reinforced nylon links (two (2) per section with molded in nylon bushings) on the top, and die cast aluminum links (two (2) per section with molded in steel inserts) on the bottom. The lower aluminum links shall have replaceable non-lubricated nylon bushing at the pivot points. The parallelogram linkage system shall be capable of heavy snow plowing under severe conditions.

The moldboard sections of the plow shall be not less than 40 inches high.

The moldboard sections shall have a continuous steel snow deflector that has a minimum overhang of the cutting edge of 13 inches when the plow is at the proper plowing position. The length of the plow shall be 10 feet 6 inches allowing the clearing width of 8 feet and 10 inches at 32 degrees maximum angle.

**RETURN SPRING**

Each moldboard section shall be equipped with (2) 2.7" diameter x 14" long extension springs made of .354" diameter wire that will exert the proper downward pressure of the moldboard sections to the ground assuring maximum adaptation to the road surface.

**HYDRAULIC REVERSING**

The plow shall be equipped with telescoping type hydraulic cylinders enabling the plow to be angled either left, right or straight ahead. Maximum angle to the left or right shall be 32 degrees. The hydraulic cylinders shall have hard chrome plated rods with .0014" per side of chrome. The cylinders shall be 19.29" long from center mounting hole to the center of mounting hole when retracted and shall have a stroke of 19.68". The cylinder shall be heavy duty to allow for heavy snow plowing under severe conditions and shall be equipped with a hydraulic cushion valve mounted on the plow to protect the cylinders from damage. The cylinder mounting holes shall be 1" diameter for use with 63/64" diameter pins. The hydraulic port in the angling cylinders shall be 3/4"-16 standard straight "O" ring thread. The hoses used shall be standard 1/2" SAE 100R2 rated.

**MUST BE DELIVERED WITH MODIFICATION TO THE HITCH ASSEMBLY TO ADAPT TO JRB COUPLER MODEL# 544 JPL**

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

**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 unit prices and total prices as specified.

Price quoted shall include delivery of completed unit to the Broadway Garage located at 197 Broadway Buffalo, NY 14202 to the attention of Greg Danieu. 48 hours notification of delivery to be given to 716-851-5935.

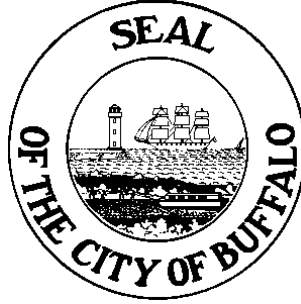
Bidders shall state manufacturer's name and model number and length of time required for delivery.

Pages (9) through (10) 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  
BUFFALO, NY 14202  
PHONE (716) 851-5222 FAX (716) 851-5231

**FORMAL PROPOSAL**  
**SNOW PLOWS**  
**FOR THE**  
**DEPARTMENT OF PUBLIC WORKS**

Covered by Specifications ADVERTISED ON: FRIDAY AUGUST 11, 2017

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 10:30 A.M., Local Time, WEDNESDAY AUGUST 23, 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.

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

QTY	DESCRIPTION	UNIT PRICE	TOTAL
4 EA	NEW WAUSAU STREET SMART MULTI SECTION REVERSIBLE SNOW PLOW, MODEL# MF 3.4, OR EQUAL	\$ _____	\$ _____
MFR. _____	MODEL NO. _____		

**TOTAL PRICE \$ \_\_\_\_\_**

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.

**DELIVERY SHALL BE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF A PURCHASE ORDER BY VENDOR.**

**MUST BE DELIVERED WITH MODIFICATION TO THE HITCH ASSEMBLY TO ADAPT TO JRB COUPLER MODEL# 544 JPL**

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

**DEBARMENT CERTIFICATION**

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes    No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

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

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**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: SNOW PLOWS</b>				<b>City of Buffalo</b> Mayor's Office of Contract Compliance 2201 City Hall, Buffalo, New York 14202						
<b>Date: 8/23/2017</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