

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
CHEVY TAHOE OR EQUAL
FOR THE
DEPARTMENT OF POLICE

DATE ISSUED: FRIDAY, OCTOBER 20, 2017

Questions accepted until: MONDAY, OCTOBER 30, 2017 at 4:00 P.M. **Via email only to:**
mcbarker@city-buffalo.com

Questions posted to City of Buffalo website by FRIDAY, NOVEMBER 3, 2017 by 4:00 P.M.

BID OPENING DATE: MONDAY, NOVEMBER 13, 2017 AT 10:00 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.

FOR THE PURPOSE OF THIS BID, YOUR BID BOND AMOUNT SHOULD BE BASED ONLY ON THE BASE PRICE OF FOUR (4) 4WD VEHICLES, WHICH IS ITEM ONE (1) ON PAGE 12.

(C) For your proposal to be considered you must include a **bid bond for 10% of your total bid price**. 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 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.

(D) “Energy Star

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

(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason

“Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

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

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

2. QUALIFICATIONS FOR BIDDER.

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

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

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

3. CONTRACT AND BOND.

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

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

4. DISCOUNT.

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

5. PAYMENT.

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

6. PATENT INFRINGEMENT.

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

7. GENERAL.

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

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

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

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

8. TAXES.

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

9. TITLE.

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

10. ASSIGNMENT AND SUBCONTRACTING

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

11. SUBCONTRACTOR LIST.

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

12. NATIONALLY KNOWN CORPORATIONS.

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

13. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

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

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

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City \$250.00 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. Delays caused by the City of Buffalo will be deducted from the contract completion date.

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.

PLEASE STATE DELIVERY TIMES ON PAGE 15 OF THIS PROPOSAL.

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.

CHEVY TAHOE OR EQUAL
FOR THE
DEPARTMENT OF POLICE

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BIDS ON CHEVY TAHOE OR EQUAL FOR THE DEPARTMENT OF POLICE ", 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, MONDAY, NOVEMBER 13, 2017.

The City of Buffalo, Division of Purchase, is requesting bids for its Department of Police for 2018 or current model year new and unused Tahoe's or equal, and the following specifications.

PILOT INSPECTION

The successful vendor may be required to provide one assembled as per specifications and authorized purchase order for a pilot inspection prior to all vehicles being built/assembled. This inspection will allow for review by the City of Buffalo Purchase and Police Department to make any necessary changes prior to production/assembly. Final approval/acceptance of Pilot Inspection vehicle must be obtained in writing by the Division of Purchase and Buffalo Police Department prior to the completion of the Purchase Order. The Pilot vehicle must be delivered to the designated City of Buffalo location.

The City of Buffalo has an immediate need to purchase four (4) new and unused Chevy Tahoe's or equal at this time, but may purchase additional quantities.

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 for a period of one (1) year from the date of contract if agreeable to the successful vendor and if necessary funds become available, and may renew an additional four (4) one (1) year periods with all terms the same and agreeable to both parties.

There will be no price increase allowed during the contract period, or upon renewal.

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.

Price quoted shall include delivery to a designated area within the City of Buffalo limits.

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 these products or any other information contact Brian Kinyoun, Buyer at 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

BIDDER COMPLIES
YES NO DEVIATIONS

THE CITY OF BUFFALO IS REQUESTING PRICING ON A 2018 OR CURRENT MODEL YEAR NEW AND UNUSED CHEVROLET TAHOE 4WD (CK15706) AND 2WD (CC15706) AS PER SPECIFICATIONS OR EQUAL.

➤ **2018 Chevrolet Tahoe 4WD (CK15706)**

- North East emissions (NE1)
- 5.3L Ecotec3 V8 with Active Fuel Management (L83)
- 6-Speed automatic transmission (MYC)
- Standard paint (No charge option)
- Front 40/20/40 bench seat (AZ3)
- Jet black cloth seat trim (H0U)

Upgrade Options/Packages:

- Max trailering package (NHT)
- Leather Heated Seats (Front two rows)
- Commercial Vehicle Package (1FL)
- Special Service Vehicle (5W4)
- Police Pursuit Vehicle (9C1)

➤ **2018 Chevrolet Tahoe 2WD (CC15706)**

- North East emissions (NE1)
- 5.3L Ecotec3 V8 with Active Fuel Management (L83)
- 6-Speed automatic transmission (MYC)
- Standard paint (No charge option)
- Front 40/20/40 bench seat (AZ3)
- Jet black cloth seat trim (H0U)

Upgrade Options/Packages:

- Max trailering package (NHT)
- Leather Heated Seats (Front two rows)
- Commercial Vehicle Package (1FL)
- Police Pursuit Vehicle (9C1)

SPECIFICATIONS

BIDDER COMPLIES
YES NO DEVIATIONS

Upfittings

1. Whelen HHS2200 hand held controller
2. Whelen 100W siren speaker with active grille shutter compatible bracket
3. Whelen dual Avenger AVN2R/W mounted in front windshield area
4. Whelen IONs (2) R/W smoke lenses mounted in front grille area
WXONSMD
5. Whelen ION grille brackets (2)
6. Whelen IONs (1) R/W each side with pedestal mount in cargo area side
glass
7. Whelen pedestal mounting brackets (2)
8. Rear tail lamp LED inserts W/W
9. Whelen Inner Edge RTX, IESRB solo with IE45UR8 Tahoe mounting
10. Whelen Dual Avenger AVN2R/B with mounting bracket
11. Headlamp flasher—tail lamp flash not available for retail Tahoe (police
package only)
12. Installation of XTL 2500 remote head radio and antenna
13. Power Distribution Unit and related wiring. This is necessary as retail
Tahoe does not have police package wiring

Company Name_____

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 the unit price for model chosen, complete as specified.

Pricing to include all standard manufacturer specifications, with separate pricing for manufacturer options, upfitting options.

Bidders shall state manufacturer's name and model number.

Your proposal must include a delivery date from the date the purchase order is issued until the date you can provide a vehicle for a pilot inspection, along with amount of time from the acceptance of the pilot inspection to complete delivery of all vehicles. All manufacturer warranty information must be included with your bid proposal.

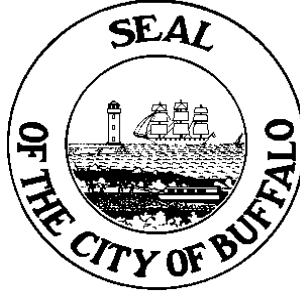
Price quoted shall include delivery to a designated area within the City of Buffalo limits.

Pages (9-10) 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

CHEVY TAHOE OR EQUAL

FOR THE

DEPARTMENT OF POLICE

Covered by Specifications ADVERTISED ON: TUESDAY OCTOBER 24, 2017

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 10:00 A.M., Local Time, MONDAY, NOVEMBER 13, 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.

ITEM NO.	ESTIMATED QUANTITY & DESCRIPTION	BASE UNIT PRICE	TOTAL PRICE
1.	4 EA. 2018 CHEVY TAHOE 4WD BASE PRICE AS PER SPECIFICATION, OR EQUAL MAKE _____ MODEL _____	\$ _____	\$ _____

UPGRADE OPT.	DESCRIPTION	UNIT PRICE
1.	Max trailering package (NHT)	\$ _____
2.	Leather Heated Seats (Front two rows)	\$ _____
3.	Commercial Vehicle Package (1FL)	\$ _____
4.	Special Service Vehicle (5W4)	\$ _____
5.	Police Pursuit Vehicle (9C1)	\$ _____

CONTINUED...

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.

ITEM NO.	ESTIMATED QUANTITY & DESCRIPTION	BASE UNIT PRICE	TOTAL PRICE
2.	4 EA. 2018 CHEVY TAHOE 2WD BASE PRICE AS PER SPECIFICATION, OR EQUAL MAKE _____ MODEL _____	\$ _____	\$ _____

UPGRADE OPT.	DESCRIPTION	UNIT PRICE
1.	Max trailering package (NHT)	\$ _____
2.	Leather Heated Seats (Front two rows)	\$ _____
3.	Commercial Vehicle Package (1FL)	\$ _____
4.	Police Pursuit Vehicle (9C1)	\$ _____

Qualifications: The upfitter must be a Tier (1) one OE automotive supplier with independent engineering and validation departments in addition to manufacturing/upfitting capabilities. Upfitters engineering and validation activities to meet City of Buffalo's upfitting requirements will be assessed prior to award of bid.

Warranty: minimum 3 year, 36,000 mile parts and labor warranty through any Chevrolet dealer in the USA.

Name of Tier 1 Authorized Chevrolet Upfitter company: _____

You may attach a listing with upfit items offering a percentage off list or price out below.

If attaching upfitter MSRP what discount percentage off list _____%

UPFITTING NO.	DESCRIPTION	PRICE WITH UPFITTING
1.	Whelen HHS2200 hand held controller	\$ _____
2.	Whelen 100W siren speaker with active grille shutter compatible bracket	\$ _____
3.	Whelen dual Avenger AVN2R/W mounted in front windshield area	\$ _____
4.	Whelen IONs (2) R/W smoke lenses mounted in front grille area WXONSMD	\$ _____
5.	Whelen ION grille brackets (2)	\$ _____
6.	Whelen IONs (1) R/W each side with pedestal mount in cargo area side glass	\$ _____
7.	Whelen pedestal mounting brackets (2)	\$ _____
8.	Rear tail lamp LED inserts W/W	\$ _____
9.	Whelen Inner Edge RTX, IESRB solo with IE45UR8 Tahoe mounting	\$ _____
10.	Whelen Dual Avenger AVN2R/B with mounting bracket	\$ _____

CONTINUED...

UPFITTING NO.	DESCRIPTION	PRICE WITH UPFITTING
11.	Headlamp flasher—tail lamp flash not available for retail Tahoe (police package only)	\$ _____
12.	Installation of XTL 2500 remote head radio and antenna	\$ _____
13.	Power Distribution Unit and related wiring. This is necessary as retail Tahoe does not have police package wiring	\$ _____
DISCOUNT FROM MSRP ON ALL OEM OPTIONS _____		%
DISCOUNT FROM MSRP ON ALL UPFITTING OPTIONS _____		%

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 Unit

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 OF PILOT VEHICLE FOR INSPECTION SHALL BE WITHIN _____ DAYS AFTER RECEIPT OF A PURCHASE ORDER BY VENDOR.

UPON WRITTEN APPROVAL OF ACCEPTANCE OF PILOT VEHICLE FROM THE DEPARTMENT OF POLICE & DIVISION OF PURCHASE, DELIVERY OF REMAINING VEHICLES SHALL BE WITHIN _____ DAYS.

PAGES (9-10) SHALL BE RETURNED WITH BID NOTING ANY EXCEPTIONS. IT WILL BE PRESUMED THAT THE BIDDER IS BIDDING AS SPECIFIED, IF EXCEPTIONS ARE NOT LISTED.

We attach hereto Bid Bond 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)

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.

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

