



**CITY OF NIAGARA FALLS, NEW YORK**  
**DIVISION OF PURCHASING**  
**City Hall Room 17**  
**745 Main Street**  
**Niagara Falls, NY 14302-0069**

Telephone: 716-286-4371  
 Fax: 716-286-4337

The City of Niagara Falls is requesting quotations for the purchase of the following per the enclosed Instructions to Bidders, Terms, Conditions and Specifications.

Sealed quotations will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

Time

Date

11:00 A.M.

APRIL 13, 2015

**FOR: TRAFFIC MARKING PAINT**

Quotations shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK  
 DIVISION OF PURCHASING, City Hall Room 17  
 745 Main Street  
 PO Box 69  
 Niagara Falls, NY 14302-0069

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at [www.niagarafallsusa.org](http://www.niagarafallsusa.org) (Purchasing link from the “Departments” tab). Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

Quotations received after the date and time designated for openings will not be considered. Facsimile or electronically mailed quotations are not acceptable and will be rejected.

The envelope containing the quotation must be sealed and clearly marked with the quotation number, company name and address. Failure to do this may necessitate the premature opening of the quotation which may compromise its confidentiality.

Quotations must be submitted on the forms enclosed unless otherwise stated. No changes shall be made in the terminology of this quotation document or in the items mentioned therein unless done so by formal Addenda.

Any and all quotations and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this quotation.

This quotation is being solicited on behalf of the City of Niagara Falls, New York and the Niagara Falls Water Board.

### General Conditions

1. The City reserves the right to accept this quotation by items, or as a whole, or to reject any or all quotations or waive informalities. In case of error in the extension of prices in the quotation, the unit price will govern.
2. Quantities listed are on a more or less basis of what the City anticipates unless specified otherwise in this document.
3. All quotations must be accompanied by the requisite Bid Bond IF SO STATED IN THE SPECIFICATIONS.
4. Provision of any required Performance Bond is the responsibility of the bidder. The successful bidder shall, within ten (10) days after the receipt of the notice of award, furnish the City of Niagara Falls with a performance bond in a penal sum equal to the amount of the contract based on bid price.
5. All prices shall be held firm during the time period specified in this quotation document.
6. All quotations are subject to delivery as stated herein and must state when delivery can be made.
7. If a quotation is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution and give a complete description of articles so offered, explain the difference between specifications and offering, size, gauge, weight, etc., otherwise it will be assumed that the quotation is based on the grade or brand specified.

If a brand name or catalog reference is included in the specifications and the item quotation on is not the particular brand name product, the bidder shall state in his quotation what he is bidding on as an equal or as an alternate. Any catalogs, literature, etc. shall accompany the quotation. In all cases, final judgment as to whether or not an item meets the specifications rests with the City of Niagara Falls, NY.

8. Samples of items, when required by the City of Niagara Falls, must be furnished free of expense at the time specified and will, upon request, be returned at the bidder's expense, if not destroyed by tests.
9. All materials furnished are to be guaranteed free from defects and anything found defective or contrary to order no matter in what stage of completion may be rejected and shall be made good by the Contractor at his own expense.
10. Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.

In case of installation, contractor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.

11. Prices are to be shown NET, F.O.B. Destination to all Niagara Falls Departments/Agencies, Political Subdivisions and other Niagara Falls municipalities authorized by law, including inside delivery. Prices include all transportation charges delivered inside. "Tailgate Delivery" not accepted except where specified. Cash discounts are to be stated, if any.
12. Quotations shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Division when required.
13. The City of Niagara Falls, New York will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the City in the solicitation or contract. Any fuel charges added and not authorized by the City will be deleted from any payments made to the vendor.

**Specific Terms, Conditions and Specifications**

1. Quotations will be received by the City Purchasing Division at City Hall, Room 17, for the purchase of traffic marking paint as described in the price list and the "Specifications Traffic & Zone Marking Paint."
2. The quotation price is to include delivery to the City of Niagara Falls, Traffic Engineering Division, Central Garage, 1785 New Road, Niagara Falls, NY 14304.
3. The amounts listed are the City's best estimate of the amount of paint to be purchased at one time. If the City needs to order more paint it will do so in lots of ten (10) pails. The successful bidder shall charge the bid amount for any additional orders. The bid prices shall remain in effect through September 30, 2015.
4. Delivery is required within thirty (30) days after receipt of the order.
5. For further information please contact Shirley A. Bernat at (716) 286-4371.

**PRICE SHEET**

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	NET AMOUNT
1.	65	Pails	More or less, White Paint:		
2.	175	Pails	More or less, Yellow Paint:		

**City of Niagara Falls  
New York  
Specifications  
Traffic & Zone Marking Paint**

**General:** These specifications describe traffic and zone marking paint to be used by the purchaser’s airless paint marking machine, an M-B 260ACL. The paint shall be waterborne type; 100% acrylic; V.O.C. compliant, and meet Federal Specification TT-P-1952D, Type I and Type II. The paint shall be durable, environmentally friendly and easy to clean up. The paint required is for use with glass spheres. Paint is to be delivered, ready for immediate use, no additional thinners to be added.

**These specifications shall be strictly adhered to. ALL exceptions and/or deviations shall be listed and fully explained in the column marked “exception.” Bidder shall place a check mark in the appropriate column, to signify compliance or non-compliance with each item of these specifications. The term “EXCEEDS” or other like term is not acceptable as an explanation of non-compliance. Proposals taking total exception to these specifications will not be considered.**

PHYSICAL/CHEMICAL CHARACTERISTICS:	COMPLY		EXCEPTION
	YES	NO	
1. Boiling range: 212 degrees F	<input type="checkbox"/>	<input type="checkbox"/>	
2. Vapor Density: heavier than air	<input type="checkbox"/>	<input type="checkbox"/>	
3. Coating V.O.C.: 0.7257 lb. /gal.	<input type="checkbox"/>	<input type="checkbox"/>	
4. Material V.O.C.: 0.4955 lb. /gal.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Solubility in Water: Dilutable	<input type="checkbox"/>	<input type="checkbox"/>	
6. Specific Gravity: ((H <sub>2</sub> O) = 1): 1.71	<input type="checkbox"/>	<input type="checkbox"/>	
FIRE/EXPLOSION CHARACTERISTICS	YES	NO	EXCEPTION
1. Flash point: 212 degrees F	<input type="checkbox"/>	<input type="checkbox"/>	
2. Flammability Limits in Air by Volume: Lower: 3.53, Upper: 21.2.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Extinguishing Media: Dry chemical, carbon dioxide, foam, water fog, halon.	<input type="checkbox"/>	<input type="checkbox"/>	
PAINT COLORS:	YES	NO	EXCEPTION
1. Fast drying, waterborne White.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Fast drying, waterborne Yellow.	<input type="checkbox"/>	<input type="checkbox"/>	
CONTAINER SIZE:	YES	NO	EXCEPTION
1. Paint to be supplied in five (5) gallon size containers, properly labeled, easily opened and pourable.	<input type="checkbox"/>	<input type="checkbox"/>	
DELIVERY:	YES	NO	EXCEPTION
1. Paint shall be delivered on pallets, positioned at the rear of the delivering vehicle for easy unloading by the purchaser’s forklift equipment. Successful bidder to notify the purchaser (716-286-4853) a minimum of seventy-two (72) hours prior to delivery. Delivery hours are 8:00 A.M. to 2:00 P.M., Monday thru Friday.	<input type="checkbox"/>	<input type="checkbox"/>	

**BIDDER'S CERTIFICATION**

**THIS FORM MUST BE COMPLETELY FILLED IN WITH INK OR TYPEWRITER, CLEARLY LEGIBLE AND MUST BE SIGNED AND DATED WITH INK. FAILURE TO DO THIS MAY RESULT IN REJECTION.**

We, the undersigned, herewith propose and agree to furnish to the City of Niagara Falls, NY any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Instructions to Bidders, Specifications, Conditions and other related Formal Quotation Documents.

The undersigned individual certifies to having read these Specifications, Conditions, and other related Formal Documents and offers to furnish the articles specified to the City of Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and at the prices stated.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Authorized Contact: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION  
(PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)**

**BIDDER’S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

By submission of this bid or proposal, the undersigned certifies that they are the responsible person within the firm for the final decision as to price(s) and amount of this bid or, if not, that he/she has written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of the firm and

1. The price(s) and amount(s) of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not so be disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm’s submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

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

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Authorized Contact:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract award hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City of Niagara Falls will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City of Niagara Falls shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City of Niagara Falls reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Authorized Contact:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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