

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



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

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

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

<u>Time</u>	<u>Date</u>
3:00 P.M.	May 15, 2014

**FOR: CHIPPER BODY**

Bids 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.

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

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

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

Any and all bids 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 bid.

This bid 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 bid by items, or as a whole, or to reject any or all bids or waive informalities. In case of error in the extension of prices in the bid, 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 bids 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.
5. All prices shall be held firm during the time period specified in this bid document.
6. All bids are subject to delivery as stated herein and must state when delivery can be made.
7. If a bid 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 bid is based on the grade or brand specified.  
  
 If a brand name or catalog reference is included in the specifications and the item bid on is not the particular brand name product, the bidder shall state in his bid what he is bidding on as an equal or as an alternate. Any catalogs, literature, etc. shall accompany the bid. 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. Bids 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 and Conditions**

1. Sealed bid proposals will be received by the City Purchasing Division in their offices at City Hall for the purchase of one (1) 25 cubic yard combination leaf and brush chipper collection hopper body with hook lift underframe.
2. The bid price is to include delivery to the City of Niagara Falls Central Garage, 1785 New Road, Niagara Falls, NY 14304.
3. Delivery is required within one hundred and twenty (120) days after receipt of order.
4. The specifications given are meant to be a guide as to the type of equipment needed. Deviations from the specifications will be allowed, if, in the opinion of the City, the equipment bid is a performance equivalent to that which is specified. Deviations from the specifications must be clearly defined in the “exception” column.
5. For further information please contact Shirley A. Bernat at (716) 286-4371.
6. In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City Purchasing Division. Based upon such inquiry, the City may choose to issue an Addendum.

**PRICE SHEET**

Quantity	Unit	Description	Unit Price	Net Amount
1.00	EA.	25 cubic yard combination leaf and brush chipper collection hopper body with hook lift underframe:		
		<b>TOTAL NET PRICE:</b>		

## CITY OF NIAGARA FALLS DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS FOR 25 CUBIC YARD COMBINATION LEAF & BRUSH CHIPPER COLLECTION HOPPER BODY WITH HOOK LIFT UNDERFRAME

**GENERAL:**

1. This specification describes a self-contained leaf and brush chipper collection body, with a hook lift underframe. The complete unit is to be factory mounted on a hook lift frame compatible with the chassis' hook lift system. The body shall be capable of receiving brush chipper residue being blown from a brush chipper machine being towed at the rear of the chassis into the opening in the rear tailgate of the body.
2. These specifications shall be strictly adhered to. All exceptions and/or deviations shall be listed and fully explained on a separate sheet entitled "Exceptions to Specifications" and shall reference the page number of the specifications. Bidder shall place a check mark in the appropriate column to signify compliance or non-compliance with each item of these specifications and attach same to their bid. Bids taking total exception to these specifications shall not be considered. Each bid shall be accompanied by a set of manufacturer's specifications consisting of a detailed description of the equipment proposed. These specifications shall indicate size, type, model and make of all component parts and equipment. Failure to comply with these specifications shall disqualify your bid. All specified items that are checked as "NO" shall be explained on the exception sheet. The term "EXCEEDS" or other like term will not be acceptable as an explanation of non-compliance.
3. The City of Niagara Falls places a high priority on service and the availability of parts. Bidders are to be authorized local dealers for the manufacturer of the equipment proposed. The authorized dealer shall be located within twenty-five (25) miles of the purchaser's facility where the proposed equipment is housed. Bidder is to have available twenty four (24) hour service and the availability to supply parts within twenty four (24) hours.

**Please indicate "YES" or "NO" if the equipment being bid complies with each specification. If "NO," please describe variances in the exception column. If the item being bid exceeds any specification, check "NO" and describe the variances in the exception column.**

<b>HOPPER BODY AND FRAME:</b>	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
The hopper body frame shall be 100 and 3/4" wide, 149" long and the cross members shall be made of 5" @ 9 lbs./ft. channel supporting the width of the hopper. The main channels are to be made of 6" X 2" X 5/16" wall, rectangular tubing, and 34" wide by 155" long, and are to be welded to the cross channels in such a way as to maintain a 6" overall height. The hopper and frame assembly are to form a unitized structure. The hopper dimensions shall be 101" wide, 186" long, and 80" in height, creating a capacity of 25 cubic yards. This hopper capacity is to be achieved without an excessive front hopper extension, <b>NO EXCEPTIONS.</b>	<input type="checkbox"/>	<input type="checkbox"/>	
The hopper is to be made from minimum 12 gauge sheet steel, all welded construction, with a minimum of five (5) supporting ribs of three inch (3") structural channel steel encircling the hopper for strength. The inside of the hopper shall be smooth for ease of dumping a full load. The top of the hopper shall have four (4) slide-in filter screens, in four (4) framed steel sections, reinforced with 1-1/2" expanded steel. The replaceable aluminum mesh screen shall be bolted to each screen frame. <b>NO EXCEPTIONS.</b>	<input type="checkbox"/>	<input type="checkbox"/>	

HOPPER BODY AND FRAME CONTINUED:	YES	NO	EXCEPTIONS
<p>The hopper shall have a one piece, top hinged rear door with spring compensated counter balance to aid in holding the door open during the dumping process. The door shall be made of minimum 12 gauge sheet steel, formed at a 45 degree angle, and 8 1/2 " from the edge on all sides. The inside of the door shall be reinforced on all sides creating a unitized box around the perimeter of the door. The top reinforcing angles shall be 3" X 3" X 12 gauge steel. The door hinges shall be 1/4" steel and incorporate a connecting eye for the counter balance springs. The springs shall be three inches above the top of the hopper. Each spring shall generate a minimum of four hundred and sixty pounds load when extended ten inches (10"), and a minimum of eight hundred pounds when extended eighteen inches (18"). Each spring shall have a tension adjustment of nine inches (9") at the hopper and of the spring connection. Plates of 3/16" steel shall be welded to the bottom of the door creating a positive, easy to operate door lock. <b>NO EXCEPTIONS.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>There shall be incorporated in the rear door of the hopper body a chipper door opening approximately seventy inches (70") wide by thirty two inches (32") high for the receipt of material from the exhaust chute of a brush chipper machine which is towed behind the chassis. The opening will have a bottom hinged, fold down door with five (5) butt hinges that allow the door to lay flat against the hopper rear door when in the "open" position. The door shall be constructed of ten (10) gauge steel, with two (2) grab hooks, one (1) on each side of center to assist in the opening and closing of the door. The door shall be held closed by a series of stainless steel studs welded to the top of the door. There shall be a one inch (1") rubber strip around the door opening to seal it when closed. The door opening shall be reinforced at the sides and top by one-quarter inch (1/4") thick angle, and at the bottom by a three inch (3") channel.</p>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>WARNING BEACON AND LIGHTS:</b>	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
A 360 degree amber strobe beacon shall be installed on the hopper body, top rear, so that it is visible from both sides and rear of the unit. This assembly shall be protected from damage by a branch guard. Conspicuity tape shall be installed on the exterior of the hopper body. The unit shall be equipped with all required lights and reflectors in accordance with Federal Motor Vehicle Safety Standards. All wiring to be in a protective conduit and installed in a trailer cord at the rear of the hopper for customer installation of a male trailer plug and be approximately six (6) feet in length.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PAINT:</b>	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
The hopper body shall be thoroughly cleaned and applied with two (2) coats of rust inhibiting primer, and two (2) coats of Dupont #2904 Rider Yellow paint to match the cab chassis. The hopper frame and the A-frame shall be similarly cleaned, primed and painted finish coats of black paint.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>MANUALS:</b>	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
Bidder to furnish two (2) sets of Parts and Maintenance Manuals at time of delivery for the unit being furnished.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>WARRANTY:</b>	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
Bidder to furnish copy of manufacturer's warranty certificate with his proposal citing terms of warranty. Bidder to indicate warranty on any other components included on this equipment. Bidder to indicate in his bid the availability of warranty service at the purchaser's facility. Bidder to indicate location where OEM parts for the equipment being offered is available.	<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:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL NET PRICE:** \_\_\_\_\_

**DELIVERY PROMISED:** \_\_\_\_\_

**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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