

**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>
12:00 P.M.	July 17, 2014
FOR: FIRE DEPARTMENT SERVICE TRUCK	

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 (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. 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 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) new and unused, 2014 or newer, Ford F-350 or equal fire department service truck as per the attached specifications. Submit two (2) copies of your bid.
2. The bid price is to include delivery to the City of Niagara Falls Fire Department 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. The truck is to be priced with both Truck Utility Body Option #1 and Truck Utility Body Option #2 as indicated on the price sheet. The City will evaluate both options and make a decision.
6. For further information please contact Shirley A. Bernat at (716) 286-4371.
7. 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

ITEM #	QUANTITY	UNIT	DESCRIPTION	NET AMOUNT
1.	1.00	EA.	New and unused, 2014 or newer, Ford F-350 chassis 4X4 SD regular cab 141” WB DRW XLT (F3H) or equal fire department service truck with truck utility Body Option #1	
2.	1.00	EA.	New and unused, 2014 or newer, Ford F-350 chassis 4X4 SD regular cab 141” WB DRW XLT (F3H) or equal fire department service truck with truck utility Body Option #2	

**CITY OF NIAGARA FALLS DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS**

**FORD F-350 CHASSIS 4X4 SD REGULAR CAB 141" WB DRW XLT (F3H) OR
EQUAL FIRE DEPARTMENT SERVICE TRUCK**

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

GENERAL:
1. No demonstrator, prototypes or discontinued models.
2. Successful bidder to provide two (2) copies of parts/maintenance and service manuals for the complete unit furnished. Completed unit to be New York State Inspected and in compliance with Federal Motor Vehicle Safety Standards and New York State Department of Transportation regulation.
3. Bidder to provide warranty information and shall state the warranty terms offered for the equipment proposed.
4. The City places a very high priority on service, and the availability of parts. Bidders are to be an authorized dealer for the manufacturer of the equipment proposed, and have a service facility within a distance of fifty (50) miles of type of purchaser's facility, where the proposed equipment is housed. Bidder to have available twenty-four (24) hour service and capable of supplying parts within twenty-four (24) hours.
5. In comparing bids, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City when standardization, price, product, safety, quality and delivery are considered. The City of Niagara Falls reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.
6. The City of Niagara Falls reserves the option to purchase additional quantities of the above unit at 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 one (1) year period with all terms the same and agreeable to both parties.
7. Bids will be accepted for consideration on any make or model that is equal or superior to the truck specified. Decisions of equivalency will be at the sole interpretation of the City of Niagara Falls Fire Department Fire Shop. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Two (2) copies of the original manufacturer's brochures of the proposed unit are to be submitted with the bid.
8. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed 'non-responsive' and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.
9. The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Niagara Falls will consider as 'irregular' or 'non-responsive' any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.
10. It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (EXCEPTION: YES/NO) will cause the proposal to be rejected without review as 'non-responsive'. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

ENGINE:	YES	NO	EXCEPTION
1. 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel.)	<input type="checkbox"/>	<input type="checkbox"/>	
TRANSMISSION:	YES	NO	EXCEPTION
1. TorqShift 6-Speed Automatic W/OD.	<input type="checkbox"/>	<input type="checkbox"/>	
STANDARD EQUIPMENT:	YES	NO	EXCEPTION
1. 4-wheel ABS.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Traction control.	<input type="checkbox"/>	<input type="checkbox"/>	
3. 3.73 axle ratio.	<input type="checkbox"/>	<input type="checkbox"/>	
4. LT245/75Rx17E BSW AS tires (6.)	<input type="checkbox"/>	<input type="checkbox"/>	
5. Battery with run down protection.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Firm suspension.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Air conditioning.	<input type="checkbox"/>	<input type="checkbox"/>	
8. Center high mount stop lamp.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Dual power remote heated manual extendable trailer mirrors.	<input type="checkbox"/>	<input type="checkbox"/>	
10. Variable intermittent wipers.	<input type="checkbox"/>	<input type="checkbox"/>	
11. 17" x 6.5" Argent Painted Steel wheels.	<input type="checkbox"/>	<input type="checkbox"/>	
12. Spare tire and wheel.	<input type="checkbox"/>	<input type="checkbox"/>	
13. Front mud flaps.			
14. Driver & front passenger seat mounted side airbags.	<input type="checkbox"/>	<input type="checkbox"/>	
15. Dual front airbags w/passenger cancel.	<input type="checkbox"/>	<input type="checkbox"/>	
15. SecuriLock immobilizer.	<input type="checkbox"/>	<input type="checkbox"/>	
16. Tachometer.	<input type="checkbox"/>	<input type="checkbox"/>	
17. Reclining front 40-20-40 split-bench seats.	<input type="checkbox"/>	<input type="checkbox"/>	
18. Cloth seats.	<input type="checkbox"/>	<input type="checkbox"/>	
19. Audio control on steering wheel.	<input type="checkbox"/>	<input type="checkbox"/>	
20. 14,000 lbs. GVWR.	<input type="checkbox"/>	<input type="checkbox"/>	
21. 4,800 lbs. front GAWR.	<input type="checkbox"/>	<input type="checkbox"/>	
22. 9,750 lbs. rear GAWR.	<input type="checkbox"/>	<input type="checkbox"/>	
23. 6,000 lbs. front axle capacity.	<input type="checkbox"/>	<input type="checkbox"/>	
24. 9,750 lbs. rear axle capacity.	<input type="checkbox"/>	<input type="checkbox"/>	
25. 4,800 lbs. front spring rating.	<input type="checkbox"/>	<input type="checkbox"/>	
26. 9,750 lbs. rear spring rating.	<input type="checkbox"/>	<input type="checkbox"/>	
27. 8.70 cu. in. frame section modulus.	<input type="checkbox"/>	<input type="checkbox"/>	
28. 36,000 frame yield strength (psi.)	<input type="checkbox"/>	<input type="checkbox"/>	

STANDARD EQUIPMENT - CONTINUED:	YES	NO	EXCEPTION
29. 141.0" wheelbase.	<input type="checkbox"/>	<input type="checkbox"/>	
30. 60.0" cab to axle.	<input type="checkbox"/>	<input type="checkbox"/>	
31. 47.6" axle to end of frame.	<input type="checkbox"/>	<input type="checkbox"/>	
32. 226.5" overall length.	<input type="checkbox"/>	<input type="checkbox"/>	
33. Snow plow prep package.	<input type="checkbox"/>	<input type="checkbox"/>	
34. Four (4) ton hydraulic jack.	<input type="checkbox"/>	<input type="checkbox"/>	
35. Remote start system.	<input type="checkbox"/>	<input type="checkbox"/>	
36. Radio: AM/FM Stereo/Single CD/MP3.	<input type="checkbox"/>	<input type="checkbox"/>	
37. All-weather floor mats.	<input type="checkbox"/>	<input type="checkbox"/>	
38. Interior: Steel.	<input type="checkbox"/>	<input type="checkbox"/>	
39. Primary color: Vermillion Red.	<input type="checkbox"/>	<input type="checkbox"/>	
SNOW PLOW:	YES	NO	EXCEPTION
1. Snow plow will be a Western brand.	<input type="checkbox"/>	<input type="checkbox"/>	
2. The model will be a pro plus heavy duty contractor grade straight blade plow.	<input type="checkbox"/>	<input type="checkbox"/>	
3. The blade width will be eight feet (8'.)	<input type="checkbox"/>	<input type="checkbox"/>	
4. The mounting system will be the ultra mount system.	<input type="checkbox"/>	<input type="checkbox"/>	
5. The blade will have a back drag edge on it.	<input type="checkbox"/>	<input type="checkbox"/>	
6. The controller will be the joystick control style.	<input type="checkbox"/>	<input type="checkbox"/>	
TRUCK UTILITY BODY OPTION #1:	YES	NO	EXCEPTION
1. Body will be a Reading brand Classic II brand. The number is U108 DW. It shall fit a 2014 Ford (F3H) (or equal) or newer chassis.	<input type="checkbox"/>	<input type="checkbox"/>	
2. The body will be the [A] layout configuration for the compartment design layout.	<input type="checkbox"/>	<input type="checkbox"/>	
3. The body length will be approximately 108 inches long.	<input type="checkbox"/>	<input type="checkbox"/>	
4. The paint color will be Vermillion Red to match the color of the truck chassis.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Each compartment will have a light.	<input type="checkbox"/>	<input type="checkbox"/>	
6. Brake and tail lights and all marker lights will be L.E.D. style.	<input type="checkbox"/>	<input type="checkbox"/>	
7. Body will have a removable steel overhead ladder rack painted to match.	<input type="checkbox"/>	<input type="checkbox"/>	
8. The bumper will be steel diamond plate deck step style with recess painted to match.	<input type="checkbox"/>	<input type="checkbox"/>	
9. A Class 5 receiver hitch will be installed.	<input type="checkbox"/>	<input type="checkbox"/>	

TRUCK UTILITY BODY OPTION #2:	YES	NO	EXCEPTION
1. Body shall be a Knapheide brand utility body. The number is sixty inches (60") CA Dual.	<input type="checkbox"/>	<input type="checkbox"/>	
2. The length shall be approximately 107.25 inches. It shall fit a 2014 Ford [F3H] (or equal) or newer chassis.	<input type="checkbox"/>	<input type="checkbox"/>	
3. The body shall be painted to match the chassis which is Vermillion Red.	<input type="checkbox"/>	<input type="checkbox"/>	
4. The compartment layout will be 600 series style.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Each compartment will have a light.	<input type="checkbox"/>	<input type="checkbox"/>	
6. There will be a removable overhead ladder rack mounted and painted to match.	<input type="checkbox"/>	<input type="checkbox"/>	
7. The bumper will be steel diamond plate painted to match the body color and be notched for a receiver.	<input type="checkbox"/>	<input type="checkbox"/>	
8. The brake lights, tail lights, and marker lights will be L.E.D. type.	<input type="checkbox"/>	<input type="checkbox"/>	
9. There will be a class five receiver mounted to the chassis.	<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: _____