

## **Request For Quote**

Issued October 14, 2016

### **Site Locations:**

Niagara Falls Water Treatment Plant (WTP), 5815 Buffalo Avenue, Niagara Falls, New York 14304

### **Owner:**

Niagara Falls Water Board (NFWB)

### **Project Sponsor:**

William Milroy  
Systems Engineer  
5815 Buffalo Avenue  
Niagara Falls, New York 14304  
Phone: (716)283-9770 x100  
Fax: (716)283-9748  
E-mail: [bmilroy@nfwb.org](mailto:bmilroy@nfwb.org)

### **Project Information:**

The Niagara Falls Water Board is seeking written quotes to upgrade our Water Treatment Plant Programmable Logic Controller Processors, SCADA computers, and SCADA communications. The Niagara Falls Water Board may or may not elect to execute this contract based on cost. The current system utilizes two redundant Allen-Bradley PLC 5/40 processors. All I/O is connected using Remote I/O Scanners. SCADA is currently running Intellution Proficy Version 5.5 and is communicating with the PLCs via 1784-KTX cards connected to DH+ using ABR drivers.

The Niagara Falls Water Board is seeking to replace the existing PLC5/40 processors with Allen-Bradley 1756-L71 processors and associated racks, power supplies, redundancy modules, Ethernet communications modules, and remote I/O scanner modules. The existing PLC5 programs will require conversion to ControlLogix code.

**No I/O will be replaced.** The proposed solution from Allen-Bradley / Rexel is appended to the end of this document.

The Niagara Falls Water Board is also seeking to convert the existing SCADA computers from DH+ communications to Ethernet communications as part of this project. The Water board will provide two (2) Dell 9020 PCs. The CONTRACTOR will be required to copy the existing SCADA pictures, database, etc. onto the new machines and convert the communication protocols and tag addresses from ABR drivers to IGS Ethernet drivers. In addition, the CONTRACTOR will be required to install two (2) Ethernet cables in rigid conduit between the main processor panel (CP4) and the Operations Control Room.

The CONTRACTOR will be required to show at least five (5) years of Allen-Bradley system integration and installation experience. The CONTRACTOR will also be required to show at least five (5) years of Intellution integration experience. The contractor will be required to provide maintenance and support for the installed system for a period of one (1) year. The bid shall include annual support charges for maintenance and repair of the system, commencing after the aforementioned one (1) year warranty period. The CONTRACTOR will be required to show that they have a full time support staff engaged in the maintenance and repair of the proposed system.

**Summary of Work:**

The CONTRACTOR shall supply all supervision, labor, equipment, materials, and incidentals required to complete the work outlined below. Prevailing wages will apply.

- 1) The CONTRACTOR will be required to evaluate the Boards current infrastructure prior to bidding to ensure that there are no unforeseen issues.
- 2) The CONTRACTOR will configure the system, test all code and test the system prior to installation. Since the Water Plant is a 24/7 operation, minimal down time can be tolerated. While some disruption of service is expected, the CONTRACTOR shall minimize the impact of the installation on business operations. Work may have to be performed off shift in order to minimize disruptions. Change over shall be scheduled at least two (2) days in advance to allow the Board ample time to prepare.
- 3) At the completion of the installation, the CONTRACTOR shall train the staff on the new system features. Training shall include system maintenance and utilization.

**CONTRACTOR REQUIRMENTS:**

The CONTRACTOR shall provide the following items:

- 1) Provide manufacturer's catalogue data on all equipment to be supplied for approval by the NFWB prior to installation.

- 2) The CONTRACTOR shall install, configure and test all hardware and software prior to the owner's acceptance. Installation, configuration, and testing shall be performed by qualified technicians.
- 3) Provide and configure two Ethernet switches, one in CP and one in the Operations Control Room.
- 4) Provide Operation and Maintenance Manuals for the all the equipment supplied.
- 5) Provide one (1) copy of RSLogix 5000 programming software licensed to the Niagara Falls Water Board. Intellution Proficy iFix V5.5 is currently licensed to the Niagara Falls Water Board.

**SITE VISIT:**

The CONTRACTOR is invited to evaluate the current system state before bidding on this contract. A pre-bid walkthrough will be held Wednesday, November 9, 2016 at 10:00am.

**NFWB CONTACT PERSON:**

William Milroy  
Systems Engineer  
5815 Buffalo Avenue  
Niagara Falls, New York 14304  
Phone: (716)283-9770 x100  
Fax: (716)283-9748  
E-mail: [bmilroy@nfwb.org](mailto:bmilroy@nfwb.org)

**QUOTATION DUE DATE:**

Submit detailed written quotation, including proposed equipment, methods, and schedule by mail to the above contact person by 11:00am Tuesday, November 22, 2016.

**INSURANCE:** Standard Insurance Requirements apply to the following classifications:

- **Construction and Maintenance**
- Purchase of, or lease of, merchandise or equipment
- Professional Services
- Property leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- **All Purpose Public Entity Contracts**

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least A- and shall provide a Certificate of Insurance and Binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement, as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304 and should reference the Project.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved prior to the inception of any work.

**Minimum coverage with limits and provisions are as follows:**

A. Comprehensive General Liability

1. With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000 per occurrence and \$3,000,000 annual aggregate. The coverage shall include:

Premises and Operations  
Products and Completed Operations  
No exclusion for X C U coverages (explosion, collapse and underground)  
Independent Contractors  
Broad Form Property Damage  
Contractual Liability  
Fire Legal Liability  
Personal Injury Liability (Coverage A, B, and C)

Liquor Liability (if alcohol beverages are to be dispensed under NYS License).

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board, or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. Auto Liability (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designed for Liability Coverage on Business Auto Policy).

C. Excess Umbrella Liability

If General Liability and/or limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. Owners Protective Liability (on contracts for construction which exceed a cost of \$100,000.00)

With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

E. Professional Liability

If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. Property Insurance: (if applicable)

Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include “all risk” insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the Owner.

G. Statutory Worker's Compensation and Employers Liability

All contractors doing business with or vendors entering upon Niagara Falls Water Board property shall carry the above insurance in compliance with the Worker's Compensation Law of the State of New York.

H. Performance and Payment Bond: (where applicable)

A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the Niagara Falls Water Board in the amount of not less than one hundred (100) percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**M/WBE UTILIZATION GOAL REQUIREMENTS FOR NFWB CONTRACTS**

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, the Niagara Falls Water Board (NFWB) has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State contracts. NFWB is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all state contracts (1) in excess of \$25,000 for labor, services, equipment, materials or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction.

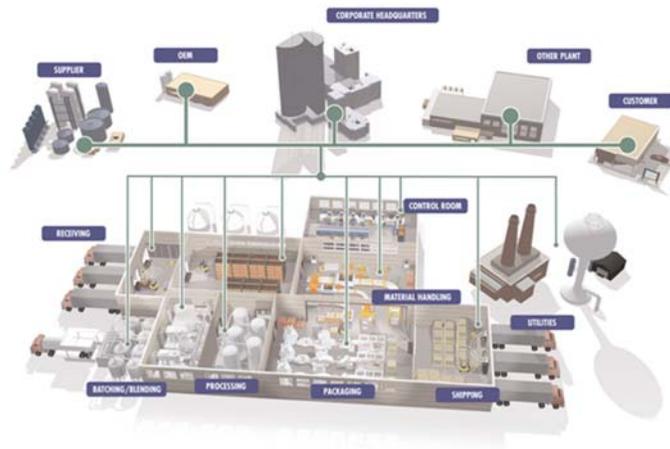
For purposes of this procurement, NFWB hereby establishes a goal of 12% for Minority-owned Business Enterprises (MBE) participation and 18% for Women-owned Business Enterprise (WBE) participation. As a condition of this procurement, the contractor and NFWB agree to be bound by the provisions of §316 of Article 15-A of the Executive Law regarding enforcement.

Contractors must document “good faith efforts” to provide meaningful participation by certified M/WBE subcontractors or suppliers in the performance of this contract. Bidders are required to submit a MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization plan and submitted to the NFWB for approval. Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the NFWB, but must be made no later than prior to the submission of a request for final payment on the Contract. Contractors are required to submit a Contractor’s Quarterly MWBE Contractor Compliance & Payment report by the 10<sup>th</sup> day following each end of a quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

**PROPOSED HARDWARE SOLUTION:**

## Integrated Architecture Builder

### Niagara Falls Water Plant



## Project Documentation

**Thursday, September 12, 2013 - 15:36**

Author: Bob Barrie – Rexel



505 Duke Road, Suite 400  
Cheektowaga, NY 14225  
Tel 716-893-3030  
FAX 716-893-4440

## Table of Contents:

Integrated Architecture Builder .....	8
1 Overview of Project - Niagara Falls Water Plant .....	11
1.1 IAB Software Information: .....	11
1.2 Project Errors/Warnings .....	12
1.3 Project's Network list.....	12
1.4 Project's hardware platforms list .....	12
2 Bill of Materials .....	13
2.1 Positional BOM.....	13
3 Network Details .....	15
3.1 EtherNet/IP Network Layout .....	15
3.2 Remote I/O .....	16
The existing remote IO network will remain in place. ....	16
3.3 Data Highway Plus .....	17
3.3.1 Graphics: .....	17
4 Hardware Platforms .....	18
4.1 Redundant ControlLogix Chassis .....	18
4.1.1 Graphics: .....	18
4.1.2 Performance Data: .....	18
4.1.3 Layout Information: .....	18
4.1 ControlLogix Chassis 2 – Remote IO and DH+ .....	19
4.1.1 Graphics: .....	19
4.1.2 Performance Data: .....	19
4.1.3 Layout Information: .....	19
4.2 Platform 'PLC5_rack1_2' .....	20
4.2.1 Graphics: .....	20
4.2.2 Performance Data: .....	20
4.2.3 Layout Information: .....	20
4.3 Platform 'PLC5_rack3_4' .....	22
4.3.1 Graphics: .....	22
4.3.2 Performance Data: .....	22
4.3.3 Layout Information: .....	22
4.4 Platform 'PLC5_rack11_12' .....	23
4.4.1 Graphics: .....	23
4.4.2 Performance Data: .....	23
4.4.3 Layout Information: .....	23

Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

4.5 Platform 'Flex_1' .....	24
4.5.1 Graphics: .....	24
4.5.2 Layout Information: .....	24
4.6 Platform 'Flex_2' .....	24
4.6.1 Graphics: .....	24
4.6.2 Layout Information: .....	24
4.7 Platform 'iFixSCADA' .....	25
4.7.1 Graphics: .....	25

## Overview of Project - Niagara Falls Water Plant

Replace redundant PLC 5/40B processors with ControlLogix redundant processors. ControlLogix L71 Processor (2MB memory) will be used with RSLogix 5000 version 20. The application memory must be checked to insure L71 will have enough memory. The 1771 remote IO chassis will remain.

### **IAB Software Information:**

Integrated Architecture Builder software is a tool designed to assist you in defining an automation configuration. While Integrated Architecture Builder Software has been designed and tested for accuracy and Bill of Material completeness, the underlying variables and assumptions of the tool may cause actual results to vary from expected results. Users of Integrated Architecture Builder software must independently determine to their own satisfaction the applicability of the resulting configuration and must assume responsibility for the use of the resulting configuration and bill of material. Integrated Architecture Builder software provides informational data on expected performance results. Rockwell Automation is not liable for the correctness of this data.

### **Processor Checks:**

The Processor Chassis Checkers check the processor and any associated I/O and devices. The checker examines power consumption of all chassis, estimates memory requirements for the processor(s), and counts connections for the Processor and any local communication modules necessary to handle the network bandwidth. Any device that is "owned" by this processor will be accounted for when performing the check.

### **ControlNet Network Checks:**

The ControlNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the ControlNet wizard will check details on scheduled and unscheduled bandwidth, propagation delay, and Network Update Time. Results are based on approximate

### **DeviceNet Network Checks:**

The DeviceNet Wizard checks the device connections and network cabling (trunk, taps and drops). It also verifies correct network sizing (power consumption, maximum length and Baud rate).

### **EtherNet Network Checks:**

The EtherNet Wizard checks the device connections, network cabling components, and additional performance information about the network. Given certain information about device connectivity to processors and basic network setup information, the EtherNet wizard will check details on CIP / TCP connections, I/O packets per second, and HMI packets per seconds.

**Project Errors/Warnings**

The General Checker has found the following errors:

CLogix002	Error	CLX chassis should have processor when RIO module is connected in the network
PLC5_rack1_2	Error	Out of Power: 10690mA used on 5V backplane (8000mA max). Please use a larger power supply or remove modules.
PLC5_rack3_4	Error	Out of Power: 10615mA used on 5V backplane (8000mA max). Please use a larger power supply or remove modules.

The General Checker has found the following warnings:

Switch001	Warning	Please Note: In order to communicate with I/O across an EtherNet network from a redundant controller chassis, you must use RSLogix 5000 Version 19.5 or newer.
-----------	---------	--

**Project's Network list**

*This Project contains the following networks:*

<b>Network Type</b>	<b>Network Name</b>	<b>Network Status</b>
EtherNet/IP	EtherNet/IP001	Ok
Remote I/O	Remote I/O001	
Data Highway Plus	Data Highway Plus001	

**Project's hardware platforms list**

*This Project contains the following Hardware platforms:*

<b>HW Platform Type</b>	<b>HW Platform Name</b>
ControlLogix	CLogix001
PLC	PLC5_rack1_2
PLC	PLC5_rack3_4
PLC	PLC5_rack11_12
Flex	Flex_1
Flex	Flex_2
ControlLogix	CLogix002
View	iFixSCADA

## Bill of Materials

### Positional BOM

Qty	Catalog #	Description
		<b>Networks</b>
		<b>EtherNet/IP001 : Switch001</b>
001	1783-BMS06SL	Stratix 5700, 4 copper 10/100 ports, 2 SFP 10/100 slots, lite FW
		<b>Hardware</b>
		<b>CLogix001 – redundant chassis</b>
002	1756-A4	1756 Chassis 4 slots
002	1756-EN2T	EtherNet 10-100M Bridge Module
002	1756-L71	Logix5671 Processor With 2 Mbytes Memory
002	1756-PA72	85-265V AC Power Supply (5V @ 13 Amp)
002	1756-RM2	Redundancy Module
001	1756-RMC1	Redundancy Module Cable, 1M
		<b>CLogix002</b>
001	1756-A4	1756 Chassis 4 slots
001	1756-DHRIO	DH+/RIO Bridge/Scanner Module 2 Channels
001	1756-EN2T	EtherNet 10-100M Bridge Module
001	1756-PA72	85-265V AC Power Supply (5V @ 13 Amp)
001	1756-RIO	ControlLogix Remote I/O Module
		<b>Note: All equipment below existing – for reference only (no purchasing required)</b>
		<b>PLC5_rack1_2</b>
001	1771-A4B	1771 Chassis 16 slots
001	1771-ASB	1771 Remote I/O Adapter
007	1771-IAD	Input Module, 120V AC, 16 Input
001	1771-OD	120V AC Isolated Output Module, 6 Output
003	1771-OD16	120V AC Isolated Output Module, 16 Output
005	1771-OFE2	Analog Output Module, (4) 4-20mA Differential Isolated Output
001	1771-P4S	Power Supply, 1-Slot, 8a, 120V AC
		<b>PLC5_rack3_4</b>

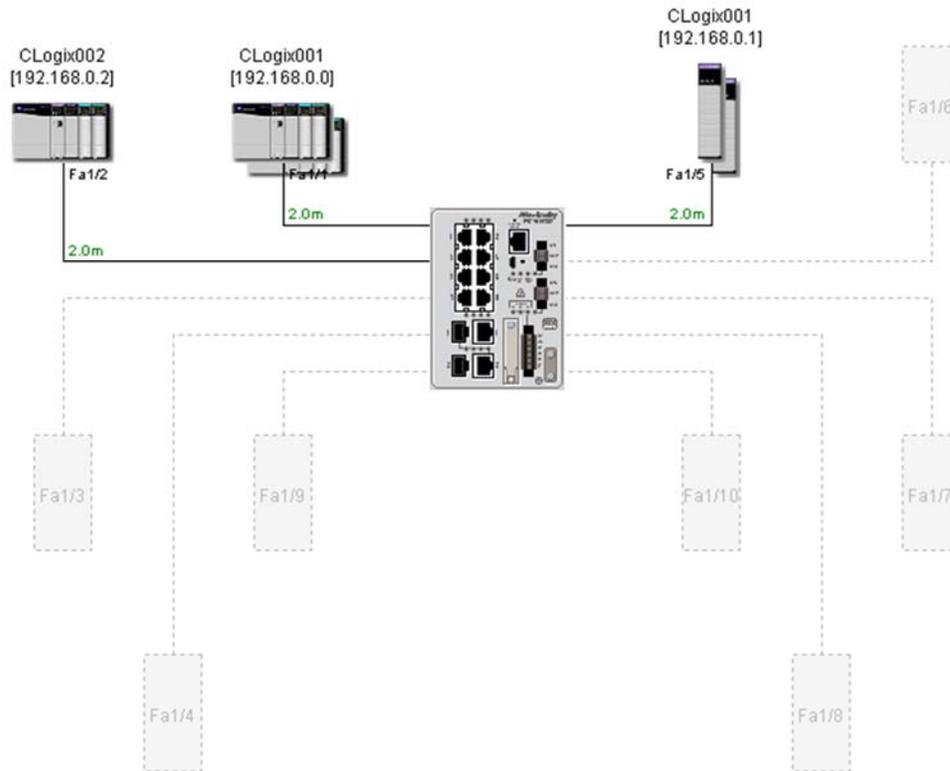
Niagara Falls Water Plant  
 PLC5 Upgrade to ControlLogix

001	1771-A4B	1771 Chassis 16 slots
001	1771-ASB	1771 Remote I/O Adapter
007	1771-IAD	Input Module, 120V AC, 16 Input
003	1771-IFE	Analog Input Module
004	1771-OFE2	Analog Output Module, (4) 4-20mA Differential Isolated Output
001	1771-P4S	Power Supply, 1-Slot, 8a, 120V AC
		<b>PLC5_rack11_12</b>
001	1771-A4B	1771 Chassis 16 slots
001	1771-ASB	1771 Remote I/O Adapter
002	1771-IAD	Input Module, 120V AC, 16 Input
001	1771-OBDO	10/60V DC Output Module, 16 Output
001	1771-P4S	Power Supply, 1-Slot, 8a, 120V AC
		<b>Flex_1</b>
001	1794-ASB	Remote I/O Adapter Module
001	1794-PS13	85-264 VAC To 24 VDC 1.3A Power Supply
		<b>Flex_2</b>
001	1794-ASB	Remote I/O Adapter Module
001	1794-PS13	85-264 VAC To 24 VDC 1.3A Power Supply
		<b>iFixSCADA</b>
001	1784-PKTX	DH+/RIO Interface - PCI Card
001	DESKTOP PC	Desktop PC

## Network Details

### EtherNet/IP Network Layout

A 10 port managed switch – with 7 spare ports for future use (will need at least 6 when remote IO and iFix is changed to Ethernet communication).

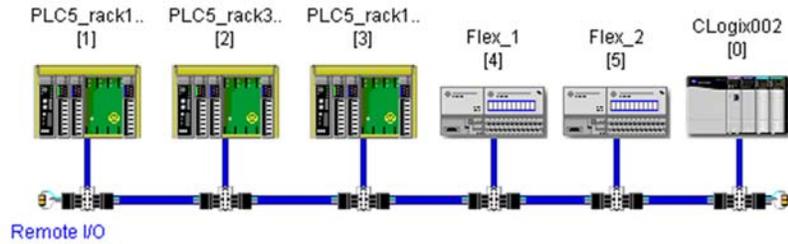


Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

**Remote I/O**

**The existing remote IO network will remain in place.**

Note: All PLC IO chassis are silver series and no longer can be purchased as of March 2013.

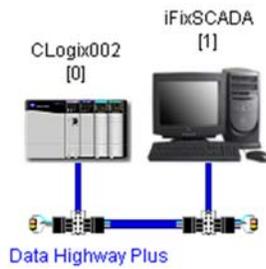


Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

**Data Highway Plus**

DH+ communication currently exists to the iFix SCADA PC.

**Graphics:**



## Hardware Platforms

### Redundant ControlLogix Chassis

Graphics:



### Performance Data:

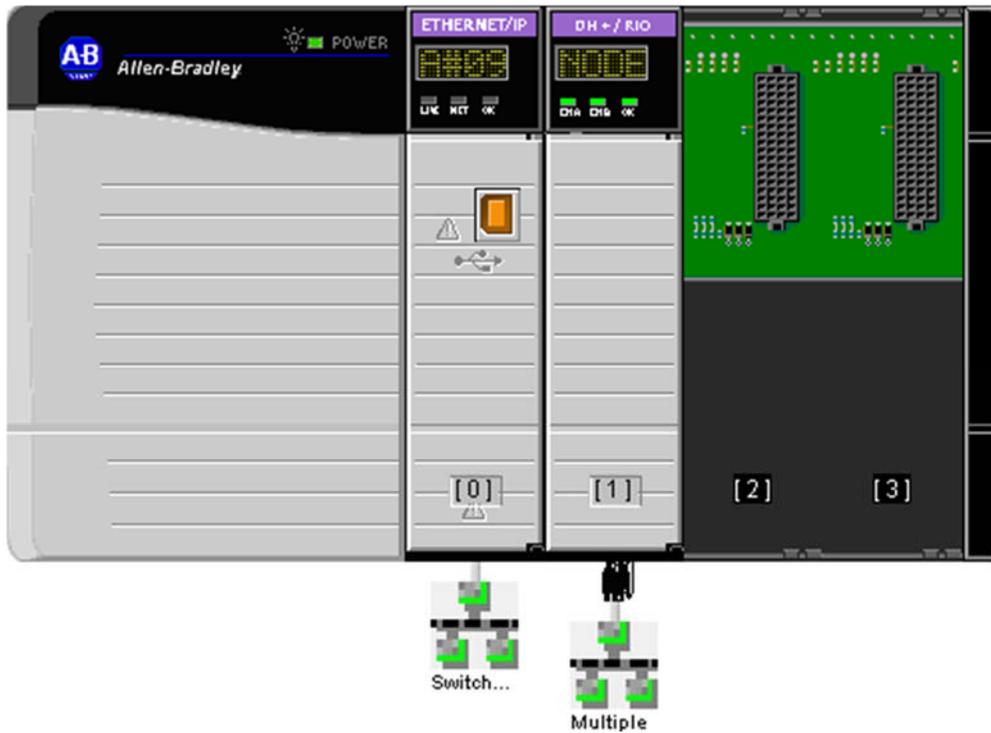
2039.7 Kbytes free.  
8.3 Kbytes used out of 2048.0.  
(0.0 Kbytes are reserved for the applications.)

### Layout Information:

Slot #	Catalog #	Additional Information
N/A	1756-A4	
N/A	1756-PA72	
0	1756-L71	
1	1756-RM2	
1.1	Selected Accessories	
1.2	1756-RMC1	
2	1756-EN2T	

### 1.1 ControlLogix Chassis 2 – Remote IO and DH+

#### 1.1.1 Graphics:



#### 1.1.2 Performance Data:

Power supply	mA remaining on 5V	mA remaining on 24V	Max 5V	Max 24V
1756-PA75	11150.000000	2795.000000	13000.000000	2800.000000

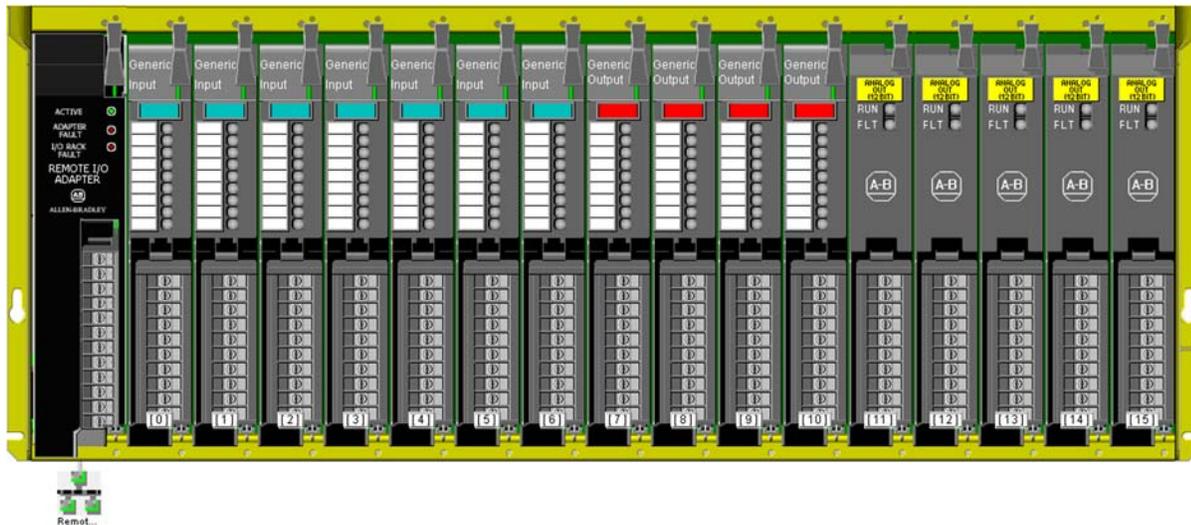
#### 1.1.3 Layout Information:

Slot #	Catalog #	Additional Information
N/A	1756-A4	
N/A	1756-PA72	
0	1756-EN2T	connected to network 'Switch001' at address 192.168.0.2
1	1756-DHRIO	node '1' connected to network 'Remote I/O001' at address 0
		node '2' connected to network 'Data Highway Plus001' at address 0

Niagara Falls Water Plant  
 PLC5 Upgrade to ControlLogix

Platform 'PLC5\_rack1\_2'

Graphics:



Performance Data:

Power supply	mA remaining on 5V	mA remaining on 24V	Max 5V	Max 24V
1771-P4S	-2690.000000	0.000000	8000.000000	0.000000

Layout Information:

Slot #	Catalog #	Additional Information
N/A	1771-A4B	
N/A	1771-P4S	
0	1771-ASB	connected to network 'Remote I/O001' at address 1
1	1771-IAD	
2	1771-IAD	
3	1771-IAD	
4	1771-IAD	
5	1771-IAD	
6	1771-IAD	
7	1771-IAD	
8	1771-OD	
9	1771-OD16	
10	1771-OD16	
11	1771-OD16	
12	1771-OFE2	
13	1771-OFE2	

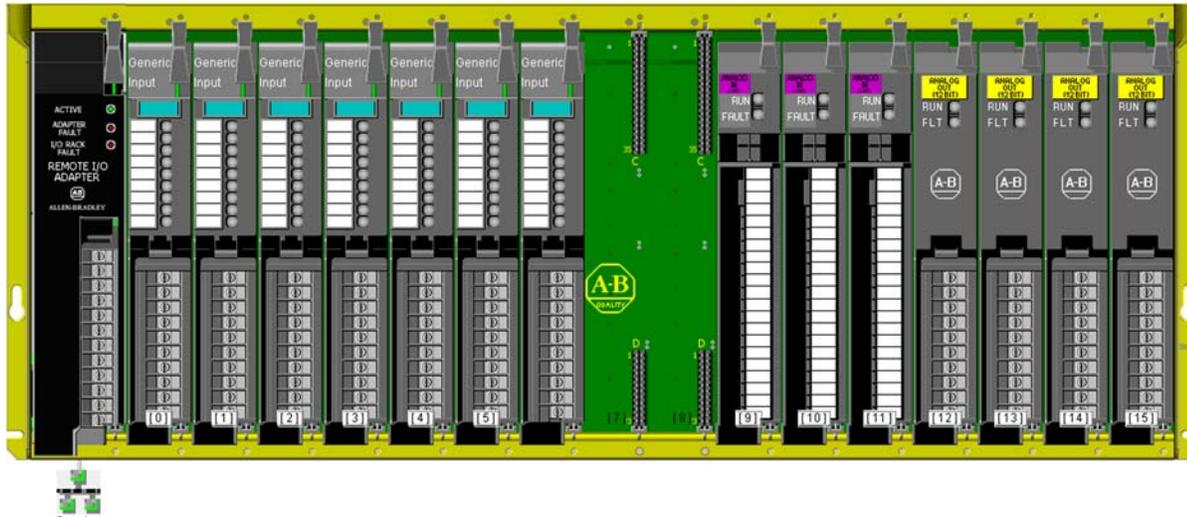
Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

14	1771-OFE2
15	1771-OFE2
16	1771-OFE2

Niagara Falls Water Plant  
 PLC5 Upgrade to ControlLogix

Platform 'PLC5\_rack3\_4'

Graphics:



Performance Data:

Power supply	mA remaining on 5V	mA remaining on 24V	Max 5V	Max 24V
1771-P4S	-2615.000000	0.000000	8000.000000	0.000000

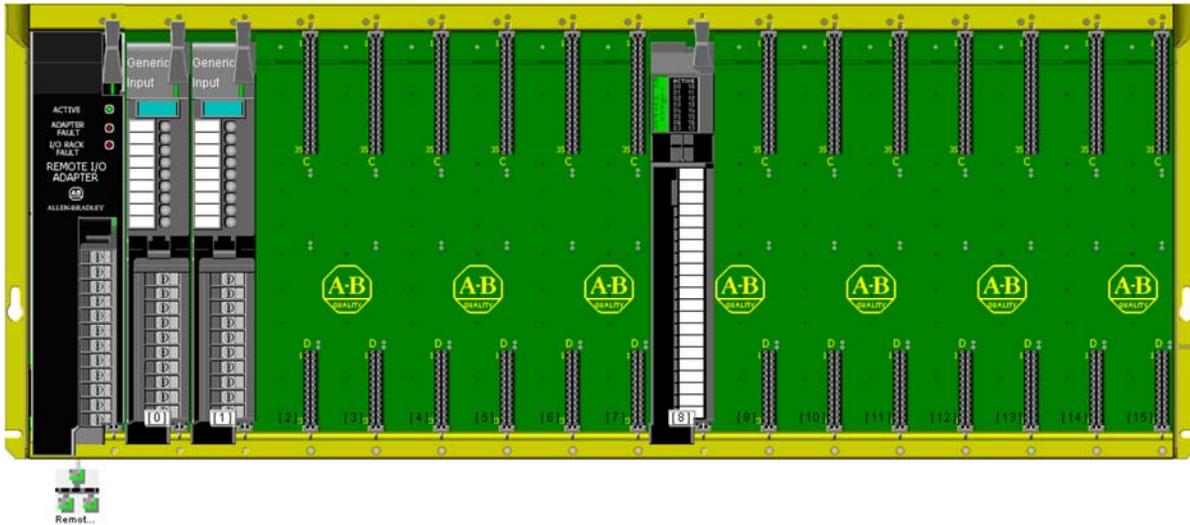
Layout Information:

Slot #	Catalog #	Additional Information
N/A	1771-A4B	
N/A	1771-P4S	
0	1771-ASB	connected to network 'Remote I/O001' at address 2
1	1771-IAD	
2	1771-IAD	
3	1771-IAD	
4	1771-IAD	
5	1771-IAD	
6	1771-IAD	
7	1771-IAD	
10	1771-IFE	
11	1771-IFE	
12	1771-IFE	
13	1771-OFE2	
14	1771-OFE2	
15	1771-OFE2	
16	1771-OFE2	

Niagara Falls Water Plant  
 PLC5 Upgrade to ControlLogix

Platform 'PLC5\_rack11\_12'

Graphics:



Performance Data:

Power supply	mA remaining on 5V	mA remaining on 24V	Max 5V	Max 24V
1771-P4S	6310.000000	0.000000	8000.000000	0.000000

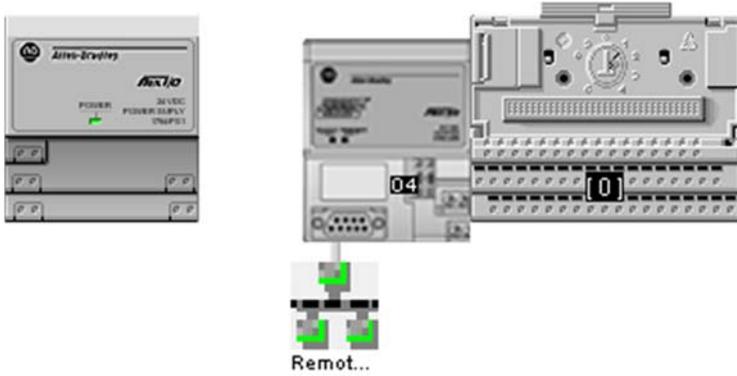
Layout Information:

Slot #	Catalog #	Additional Information
N/A	1771-A4B	
N/A	1771-P4S	
0	1771-ASB	connected to network 'Remote I/O001' at address 3
1	1771-IAD	
2	1771-IAD	
9	1771-OBD	

Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

**Platform 'Flex\_1'**

**Graphics:**

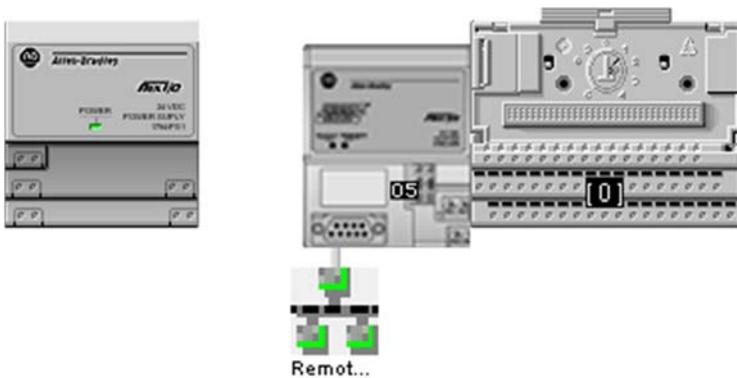


**Layout Information:**

Slot #	Catalog #	Additional Information
N/A	1794-PS13	
N/A	1794-ASB	

**Platform 'Flex\_2'**

**Graphics:**



**Layout Information:**

Slot #	Catalog #	Additional Information
N/A	1794-PS13	
N/A	1794-ASB	

Niagara Falls Water Plant  
PLC5 Upgrade to ControlLogix

**Platform 'iFixSCADA'**

The existing iFix SCADA computer communicates over DH+.  
May change to Ethernet depending on scope of iFix changes required. This would eliminate DH+ module in ControlLogix chassis #2 – see section 4.1

**Graphics:**





**CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING  
City Hall Room 214  
745 Main Street  
Niagara Falls, NY 14301**

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

Sealed quotations will be received, publicly opened and read aloud in the NFWB Offices as follows:

<u>Time</u>	<u>Date</u>
11:00 A.M.	November 22, 2016

FOR:

**Upgrade of Water Treatment Plant Programmable Logic Controller  
Processors, SCADA computers, and SCADA communications**

Quotations shall be submitted to:

NIAGARA FALLS WATER BOARD  
Attn: William Milroy  
5815 Buffalo Ave.  
Niagara Falls, NY 14304

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 "City 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 Section 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 the quotation is 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.



**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:**

---

---

---

---

---

---

---

---

---

---