

**NIAGARA FRONTIER TRANSPORTATION AUTHORITY  
OGS MINI-BID SPECIFICATIONS  
FOR  
FULL SIZED FOUR-WHEEL DRIVE SPORT UTILITY VEHICLE  
(Ref No. 4602)**

Attached are technical specifications covering items or services required by the Niagara Frontier Transportation Authority (NFTA) and Niagara Frontier Transit Metro Systems, Inc. (NFTM). You are invited to bid in accordance with these specifications. Any award made subsequent to this bid will be subject to the NFTA's Terms and Conditions.

**PURPOSE:**

It is the intent of this specification to provide the minimum acceptable criteria for the procurement and delivery to NFTA/NFTM of one (1) new Chevrolet Tahoe ([www.chevrolet.com](http://www.chevrolet.com)), four-wheel drive, four door sport utility vehicle or any equivalent vehicle that meets the specifications.

**BRAND NAME OR EQUAL:**

A brand name may be used in these specifications to identify the characteristics and level of quality of products that will satisfy NFTA/NFTM's requirements. Proposed 'or equal' vehicles must be of the same quality and comply with the manufacturer's requirements and specifications; physical, functional and /or performance characteristics; and not compromise any manufacturers' warranties.

**GENERAL REQUIREMENTS:** The vehicle must meet the following minimum requirements:

VEHICLE ITEM CODE	DESCRIPTION
CK15706	New 2016 or 2017 Chevrolet Tahoe 4WD SUV or approved equal
1FL	Commercial Preferred Equipment Group
C6A	GVWR, 7300 LBS.
AZ3	Seating, Front 40/20/40 Split-Bench, 3 Passenger
GAZ	Exterior Color: Summit White
GU4	Rear Axle, 3.08 Ratio
HOU	Cloth Seat Trim – Jet Black
I03	Audio System, AM/FM Stereo with CD Player and Auxiliary Input Jack
L83	Engine, 5.3L ECOTEC3 V8 with Active Fuel Management, Direct Injection
MYC	Transmission, 6-Speed Automatic, Electronically Controlled
NE1	Emissions: NY
RC3	Tires: P265/70r17 All-Terrain, Black wall
RC4	Spare Tire: p265/70r17 All-Season, Black wall
RD6	Wheels: 17" x 8" – Painted Steel

VK3	License Plate Front Mounting Package
VQK	LPO, Molded Splash Guards
ZW7	Suspension Package, Premium Smooth Ride
ZY1	Paint Scheme, Solid Application
-----	Undercoating, Complete Chassis
-----	Keys: 2 Spare additional Keys, Includes Programming

**PRICING:**

The unit price bid must include delivery costs. Manuals may be furnished in an electronic format and must be furnished at the time of vehicle delivery.

**DELIVERY:**

The vehicle shall be delivered during normal business hours between 8:00 am and 3:00 pm EST to the MTC Southpark Rail Facility:

MTC Southpark Rail Facility  
164 Ohio Street  
Buffalo, NY 14203

The certificate of origin or title shall be made out to Niagara Frontier Transportation Authority and accompany the vehicle when delivery is made.

Niagara Frontier Transportation Authority  
181 Ellicott Street  
Buffalo, NY 14203

**ITEMS TO BE COMPLETED WITH THE BID:**

The bidder must email the following necessary, to Cindy Judd at [Cindy\\_Judd@nfta.com](mailto:Cindy_Judd@nfta.com) by the Bid due date, in order for the NFTM to determine that the proposed vehicle meets or exceeds the specifications. Include:

- Submission of Bid Form
- Non-Collusive Bidding Certification
- Vehicle Invoice
- Vehicle specifications/ or sell sheets
- Manufacturer’s Warranty Information

## SUBMISSION OF BID FORM

The undersigned submits the following bid, which is in complete conformity with the intent of the bid documents. The bidder agrees that should it be awarded a contract on the basis of this bid through the issuance of a contract or purchase order from the Niagara Frontier Transportation Authority, it will provide the materials, supplies, equipment or services in strict compliance with the contract documents for the compensation stipulated herein. The bidder agrees that its bid shall remain effective for a period of 90 days from the formal bid opening date.

Bidders with the submission of this bid certify that they are not on the Comptroller General's List of Ineligible Contractors.

Firm Name:	
Federal ID No.:	
Contact Person:	
Address:	
Authorized Signature:	
Title:	
Date:	
Telephone/Fax No.:	
Email address:	
OGS Mini Bid #:	

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- a) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proponent or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Proponent prior to opening, directly or indirectly, to any other Proponent or to any competitor, and
- c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
Contractor

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## NFTA PURCHASE ORDER TERMS AND CONDITIONS

1. No variation in any terms, conditions, deliveries, prices, quality, quantity, or specifications of this order will be accepted without NFTA/Metro's consent.
2. The acceptance of the goods described in this agreement is not a waiver of any right of action that the NFTA/Metro may have for breach of warranty or any other cause.
  1. This Purchase Order shall be interpreted or construed under the laws of the State of New York.
  2. Title to items listed on this order shall pass to the NFTA/Metro at the F.O.B. point shown on the face hereof, unless otherwise provided herein. Passage of title under this provision shall not limit the NFTA/Metro's full right of inspection or constitute acceptance.
5. Items received which do not meet the terms and conditions of this order may, at the NFTA/Metro's option, be returned to seller at the seller's expense.
  1. The supplier must notify NFTA/Metro of any situation that may delay the scheduled shipment of the order. If a shipment is late, all or any portion of the order may, at NFTA/Metro's discretion be cancelled without liability to the NFTA/Metro. The supplier must have NFTA/Metro's authorization before shipping a past due order.
  2. The supplier warrants that the goods covered by this order will conform to the specifications, drawings, samples, or other description furnished or specified by the NFTA/Metro and will be fit for use, sufficient for the purpose intended, and free from defects.
  3. In accordance with section 220 of the Labor Law, no laborer, workman, or mechanic in the employ of the Supplier, and subcontractors or other persons doing or contracting to do the whole of or a part of the work contemplated by this Agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property. Each laborer, workman, or mechanic, employed by the Supplier, subcontractor or other person about or upon this project, shall be paid the wages and provided the supplements required by the Labor Law.
  4. The supplier, upon acceptance of this purchase order, certifies that they are not an employee of New York State.
  5. The seller warrants that the sale of any item hereunder does not infringe any patent, copyright or trademark. The seller agrees to indemnify and save the NFTA harmless from any loss, damage or expense, which may result from patent, copyright or trademark infringement through the aforesaid sale or use.
  6. The seller shall recognize mandatory standards and policies relating to energy efficiency that are contained in the New York State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. Energy using products must comply with New York State Executive Order 111. A copy of the order may be obtained from the New York State Energy Research and Development Authority toll free at 1-866-NYSERDA on the web at [www.nyserda.org](http://www.nyserda.org).
  7. IRANIAN ENERGY SECTOR DIVESTMENT: By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

THE NFTA/METRO HAS ADOPTED RULES AND REGULATIONS REGARDING PROMPT PAYMENT. A COPY OF THE STATEMENT MAY BE OBTAINED BY CONTACTING THE NFTA/METRO PROCUREMENT MANAGER.