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

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

Time

Date

11:00 A.M.

FEBRUARY 1, 2016

**FOR: LICENSE TO OPERATE AND MANAGE SAL MAGLIE STADIUM,
1200 HYDE PARK BOULEVARD, NIAGARA FALLS, NY 14301**

Proposals 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.

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

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

Any and all proposals 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 proposal.

Request for Proposal:



SAL MAGLIE STADIUM

INVITATION FOR PROPOSAL

The City of Niagara Falls is soliciting a proposal from interested parties for a license to operate and manage the City-owned facility known as Sal Maglie Stadium located at 1200 Hyde Park Boulevard, Niagara Falls, NY 14301. The facility is a stadium with seating for up to approximately 2500 people to view sporting events. There is an open area with one major league regulation baseball field. Other amenities include two (2) parking lots, a small concession area, ticket booths, two (2) elevators, shower rooms, locker rooms with coach's offices, bathrooms, etc. (the "Stadium Facility").



Sealed proposals will be received by the City Purchasing Division at City Hall, Room 17, 745 Main Street, Niagara Falls, New York, 14302 no later than February 1, 2016 at 11:00 A.M. for the Management and Operation of the Sal Maglie Stadium located at 1200 Hyde Park Boulevard, Niagara Falls, NY 14301.

The attached terms and conditions are the framework by which all proposals must be based.

For questions regarding this concession please contact the Purchasing Division at (716) 286-4372.

Submissions will be accepted no later than 11:00 a.m. on February 1, 2016 at the address listed below:

**City of Niagara Falls
Purchasing Division
City Hall, Room 17
745 Main Street
PO Box 69
Niagara Falls, NY 14302-0069**

Submissions must include an original and five (5) copies.

AT A MINIMUM, THE FOLLOWING TERMS, CONDITIONS AND SPECIFICATIONS MUST BE INCLUDED IN ANY PROPOSAL TO MANAGE AND OPERATE SAL MAGLIE STADIUM:

1. The Corporation Counsel of the City of Niagara Falls will prepare a license agreement that will incorporate all terms and conditions of the license agreed to by the City and the licensee including provisions that may not be contained in this request for proposals.
2. The length of the license term shall be for a minimum of three (3) years commencing on April 1, 2016 (or sooner), with a maximum term of five (5) years. The license may be terminated by either party after the first year. A proposal may contain a provision for an extension of up to five (5) years provided the terms are mutually agreeable to both parties. The term of the license must be included in your submission.
3. The potential licensee shall propose an amount to be paid to the City for the license to manage and operate Sal Maglie Stadium during the term. The proposal must include a total amount to be paid to the City during the term of the license and specify whether the payment will be made in one lump sum at the commencement of the license or on a monthly basis, each and every month during the term of the license. Payments are to be made in United States funds. The agreement will specify penalties for late payments if monthly payments are to be made. The licensee shall be entitled to retain all revenue derived from sales of the food, tickets and merchandise at the Stadium Facility.
4. The licensee may sell advertising rights for advertising to appear on the inside of the fence surrounding the ball field inside the Stadium Facility, as well as all rooms and locations inside the Stadium Facility inclusive of locker rooms and dressing rooms. The naming rights to the Stadium Facility itself are not available.
5. The licensee shall be required to maintain the Stadium Facility as a stadium for the playing of spectator sports and may make it available for other uses acceptable to the City. Any proposal should include a detailed list of proposed uses.

Concerns have been expressed in the past that the playing of certain sports, such as football, is detrimental to the turf inside the stadium Facility. If the playing of football or any other sports which may be detrimental to the turf is proposed, then it is incumbent on the licensee to explain in detail the steps that will be taken to prevent damage to the turf or repair any damage to the turf that is incurred. The City, in its sole discretion will determine which uses are acceptable and which are not.

6. The licensee shall be responsible to pay all operational expenses of the Stadium Facility inclusive of the cost of all utilities, such as electric, gas and water and sewer. The City has some direct information about the cost to operate the Stadium Facility. The City also has information regarding the cost to operate the Stadium Facility provided by the Niagara Falls School District. The information shown below is that information passed along by the Niagara Falls School District and is approximate in nature.
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**SAL MAGLIE STADIUM YEARLY OPERATING COSTS
TO NIAGARA FALLS SCHOOL DISTRICT**

Category	Line Item Expense	Total Cost
Labor	P/T Cleaner	\$ 4,350.00
	Sr. Groundskeeper	\$ 11,805.00
	General Laborer	\$ 29,272.32
	General Laborer	\$ 14,636.00
	Overtime for School Functions	\$ 2,500.00
Supplies	Cleaning Supplies	\$ 3,600.00
	Infield clay & bricks, top soil, field marking paints, etc.	\$ 16,000.00
	In-House Materials	\$ 7,500.00
Utilities		\$ 50,000.00
Rentals	Lift Rentals	\$ 600.00
Field Maintenance	Trugreen (Fertilizer)	\$ 600.00
	Orkin (Pest Control)	\$ 648.00
Service	DCB Elevator	\$ 2,772.00
	Sprinkler/Fire Alarm	\$ 1,200.00
	Hot Water Tank	\$ 3,700.00
Light Maintenance	(As needed)	(\$250-\$300/hr)
TOTAL:		\$149,183.32

The licensee will be required to perform all daily maintenance of the Stadium Facility including, but not limited to janitorial services, grass cutting, maintaining the infield, and all other maintenance related items. The City shall make periodic inspections to insure the Stadium Facility is being maintained and operated in a satisfactory condition. The Licensee shall be notified in writing of any deficiencies. Failure to correct any deficiencies within ten (10) days after notification, or sooner, depending upon the severity of the deficiency, shall be grounds for termination of the license. All of this will be detailed in the license agreement prepared by the Corporation Counsel.

7. The Stadium Facility is offered in "as is" condition. The City shall be responsible for repairs of the Stadium Facility structure and the fixtures contained therein, such as the elevator, electrical system, plumbing system and lighting system. Routine replacement of light bulbs, etc. is the responsibility of the licensee.

8. The licensee will be required to winterize the Stadium Facility each year during the term of the license. The City will also require that the restrooms on the north side of the Stadium Facility be made available for users of the City swimming pool.

9. It should be noted that the scoreboard may not function properly. Any information the City has pertaining to the scoreboard will be made available to the licensee.

10. No changes in the structure or use of the Stadium Facility shall be made without the express written approval of the City. Permanent improvements and fixtures added to the Stadium Facility by the licensee shall be maintained in all respects by the licensee and become the property of the City at the termination of the license.

11. The licensee shall have exclusive rights to sell food and beverages in the Stadium Facility, including vending machines. All appropriate permits and licenses must be obtained.

12. Alcohol may be served in the Stadium Facility with the written approval of the City which approval shall not be unreasonably withheld, and with the appropriate permits, licenses and insurance coverage. Alcohol may not be served elsewhere other than inside the Stadium Facility. Serving alcoholic beverages may be done on a per event basis or for a longer duration.

13. The City shall provide and maintain access and parking for the Stadium Facility inclusive of snow plowing. It should be noted that parking lot is also used jointly by patrons of the John Duke Center.

14. Upon termination of the license for use of the Stadium Facility, the Stadium Facility, equipment and furnishings shall be left in the same condition, less normal wear and tear, as when the license began. The licensee shall be responsible for any repairs and replacements the City deems necessary as a result of the licensee's use of the Stadium Facility. An inventory of City-owned equipment and fixtures at the Stadium Facility is attached and the licensee will be required to review the inventory, inspect the inventory and sign off on its condition.

15. The license may not be assigned or sublet without the express written approval of the City.

16. Both the City and the licensee may terminate this license at the end of the first year of the license. Written notice of such termination must be received by the non-terminating party no later than October

31, 2016. The licensee must complete the first year of the agreement unless otherwise notified by the City (see Item 13).

17. The licensee shall be required to provide the City with a performance bond or other such security acceptable to the City in the amount of \$100,000.00.

18. List the business background of the potential licensee(s) and/or the staff who will manage the Stadium Facility. Past experience and qualifications will be part of the evaluation of the proposal.

19. The licensee shall provide liability insurance as outlined in the City's insurance requirements. A certificate of insurance which complies with all the requirements as set for the in "Addendum A" must be submitted to the City by the licensee at or about the time the license agreement is executed by all parties.

20. The baseball programs that currently use the Stadium Facility must be afforded the opportunity to continue to conduct their baseball programs at the Stadium Facility provided they agree to the rates established by the licensee. In this regard, any proposals submitted by the licensee must include detail concerning the baseball programs and other uses the licensee intends for the Stadium Facility. The licensee will be required to honor any commitments the City has previously made for the use of the Stadium Facility during year 2016, provided that the user agrees to pay the rates established by the licensee.

21. Any other initiatives and events to be staged at the Stadium Facility by the licensee must be included in the proposal. The City will look favorably upon proposals that include as much use of the Stadium Facility as possible during the entire year.

22. The licensee, on a quarterly basis, shall provide the City a detailed profit and loss statement and allow the City access to licensee's financial books and records on reasonable notice.

23. In the event that a proposal is submitted by any business entities such as a dba, a corporation, LLC or partnership, the proposal must identify the individuals who are owners, members, shareholders or partners and include addresses. The City reserves the right to perform due diligence and background checks of any kind and nature on all entities and individuals.

24. The City, in its sole discretion, will determine which proposal is most suitable to the City. Among the items to be considered in making its determination, the City will among other things, take into consideration the payments proposed to be made in paragraph 3 herein, the uses proposed in paragraph 5, 20, and 21 as well as the business background, experience and qualifications of the licensee/staff as well as the City's due diligence described in paragraph 23.

25. Any license agreement is subject to approval by the City of Niagara Falls City Council.

26. The Stadium Facility is a City owned asset. As with all City owned assets the City may elect to make Capital improvements to the Stadium Facility from time to time. Any such improvements will be coordinated with the licensee.

ADDENDUM "A"

**INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

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 B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

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.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls 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 \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability**: If General Liability and/or auto 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). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

- 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 Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** 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 City of Niagara Falls in the amount of not less than _____ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.

Revised 05-03-2012

Main Concourse



Field of Play from South Stands



Stands



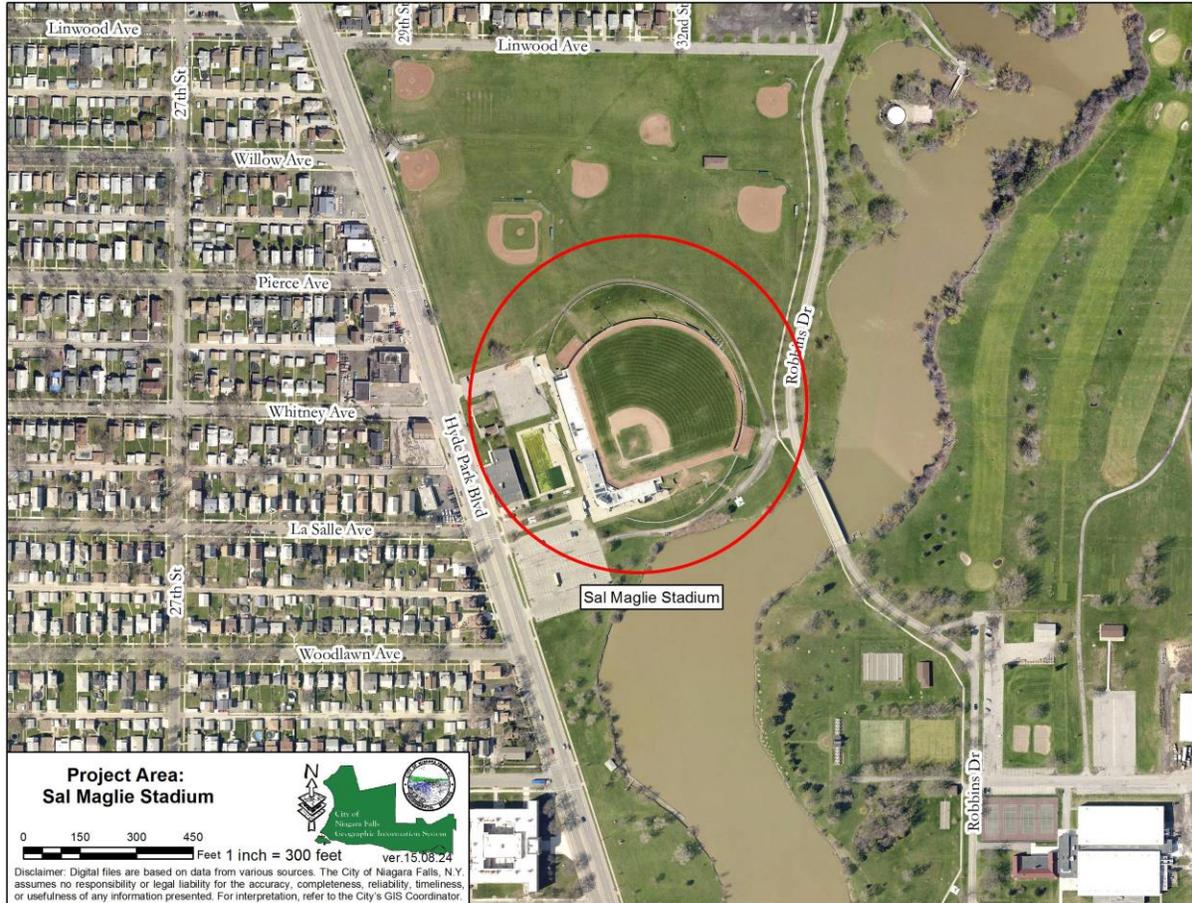
Main Gate



Location within the City of Niagara Falls



Location in Hyde Park



Inventory for Sal Maglie Stadium

City asset numbered

1. 12736 – Plaque with portrait- Sal Maglie- 18 x 24
2. 71878- Amp- 70V- 5 input with accessories
3. 71885- Scoreboard- Baseball 36' x 9'
4. 71886- Message Center – outdoor with access

Room 1

1. Fitness Equipment
2. Weight Lifting Equipment
3. Ice Machine – Matowoc- Q130
4. 5 Ice coolers
5. Mop and bucket
6. Portable Water Fountain- National

Room 2

1. Medical Table

Room 3

1. 2 Desk
2. 4 TV's
3. 30 Chairs
4. 2 Tables

Room 4

1. Desk
2. Filing Cabinet
3. 5 Chairs
4. 4 Lockers
5. Fan

Room 5

1. 42 Lockers
2. 2 Wooden Benches
3. Chalk Board

Room 6

1. Metal Cabinet
2. Sink with 7' countertop

3. 2 Chairs
4. Coke Cooler

Room 7

1. 8 Cupboards – Lower
2. Stainless steel countertop 25'
3. 4 sinks

Room 8

1. 2 Coffee Makers
2. Metal Chair
3. Floor Sink

Room 9

1. Desk
2. 4 Chairs
3. Sink with 6' countertop
4. Weight Lifting Belt

Room 10

1. Table
2. 3 Lockers
3. Metal Cabinet
4. 4 Drawer File

Room 11

1. Public Address System
2. 50 Lockers
3. 2 Table
4. 3 Chairs
5. 5 Lockers
6. BMX Bike
7. Fire Hose
8. DVD Player

Outside

1. 2 Batting Cages
2. Tarps
3. Goal Posts