

**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 services 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>
<u>11:00 A.M.</u>	<u>APRIL 14, 2015</u>
<u>FOR: LANDSCAPING OF MEDIANS</u>	

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. 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 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, Conditions and Specifications

1. The City of Niagara Falls, New York is soliciting bid requests for Landscaping and Maintenance of three (3) City Street medians and surrounding areas in Niagara Falls, NY as outlined in this document for the 2015 Season.
2. All bids must be submitted with a bid bond or certified check in the amount equal to 5% of the base bid amount. Failure to do so will disqualify your bid for consideration.
3. It has been determined by the New York State Department of Labor that prevailing wage rates do not apply to this contract.
4. The successful bidder must provide a performance bond or other form of surety acceptable to the City’s Corporation Counsel in the amount equal to 100% of the bid amount prior to commencement of work. Failure to provide the bond or security within ten (10) days after being notified of the award will cause the contract to be negated.
5. The successful bidder must submit certificates of insurance which comply with the attached “Instructions for City of Niagara Falls Standard Insurance Certificate” prior to commencement of work. Failure to provide approved certificates of insurance for Liability, Workers’ Compensation and Disability Benefits within two (2) weeks of the date of award notification will cause the contract to be negated.
6. For questions regarding the bid specification please contact Shirley Bernat in the Purchasing Division (716) 286-4371. For questions regarding the work to be done please contact John Caso in the Public Works Department at (716) 286-4840.

I. SCOPE OF WORK

Landscape maintenance of the lawn, shrub, perennial, annual and groundcover beds in a project area comprised of:

1. The medians and the roadsides to the casino fence of Niagara Street, from Rainbow Blvd. South to John B. Daly Blvd.
2. The medians and roadsides to the casino fence of John B. Daly Blvd., from Niagara Street to Quay St.
3. The medians and the roadsides of Rainbow Blvd., from John B. Daly Blvd. to Rainbow Blvd. South to the back side of the sidewalk, and including the interior of the roundabout and the monument bed.
4. Flower pots in the above areas.

The successful contractor shall be required to remove and control weeds, protect existing landscape vegetation from the impacts of maintenance activities; plant annual flowers, perennials and shrubs, apply fertilizers and mulch; water annuals, perennials, and certain trees and shrubs; shear shrubs, lightly prune lower branches from trees, and to perform landscape maintenance chores incidental to the tasks described. **WHEN USING ANY PESTICIDES THE CONTRACTOR MUST FOLLOW ALL DEC REGULATIONS.**

II. CONTACT

John Caso (716) 286-4840, Director of Public Works is the primary contact throughout the contract period.

III. EXPERIENCE

Contract will only be awarded to a person or company with a minimum of ten (10) years experience and \$250,000.00 in executed planting installation and/or landscape maintenance contracts in the past ten (10) years. Bidders must submit a list of jobs completed, contract dollar value, date of completion, and references including name of job, contact name and telephone number.

IV. SCHEDULE

1. **Pre-Bid Meeting: March 25, 2015 at 11:00 A.M.**
 - a. All prospective bidders are strongly urged to attend this meeting. Attendees will meet on the southwest corner of Niagara Street and Third Street by the City parking lot.
2. **Bid Opening Date: April 14, 2015 at 11:00 A.M.**
3. **PLANTS:**
 - a. Clean up and bed preparation complete by May 15TH.
 - b. Flower beds and pots planted by May 22ND.
 - c. Woody plants complete by June 12TH.
4. Watering shall commence immediately following plant installation.
5. Liquidated damages in the amount of \$200 per day will be levied if the contractor fails to complete any phase by the aforementioned dates.
6. Mulching, shearing and trimming must be completed by June 30, 2015 or within 30 days after bid award date.
7. Fall cleanup shall occur between October 18, 2015 and October 31, 2015.
8. Maintenance shall continue from the date of contract award and shall end on October 31, 2015.

V. SUBMITTALS

1. Submit original manufacturers' labels and MSDS sheets from all bags of all materials used for verification of quantity and conformity with specifications.
2. **Provide original copy of vendors invoice list of all plants purchased.**
3. Provide Bill of Lading on nursery or distributor letterhead for all plant materials.
4. Provide bag labels and empty bags for all fertilizer used.

VI. AREAS TO BE MAINTAINED

Niagara Street, from Rainbow Blvd. South to John B. Daly Blvd., medians and roadsides. (Roadside is from the curb to the steel picket fence.)

1. Remove litter from beneath the cast iron tree grates. Remove tree grate, rake out litter.
2. Remove weeds in the tree wells, by hand and/or herbicidal spray.
3. Chemically remove weeds from the cracks and curbs of the concrete median and walks.
4. Apply bone meal or 100% organic equivalent to the trees in the tree wells, two (2) cups per tree.
5. Apply one (1) inch of coarse mulch to the tree well. Do not overfill above the tree grate to edge of pavement.
6. Apply pre-emergent herbicide on top of the mulch.
7. Mechanically or hand pull weeds from between shrubs and perennials and annual beds.
8. Edge planting beds with a vertical slice against the existing lawn; remove less than one inch (1") of lawn area.
9. Cultivate annual flower planting beds to a six inch (6") depth. Avoid perennial plants.
10. Add one (1) cup of 10-10-10 and one (1) cup of organic fertilizer 3-4-5 to each fifty (50) sq. ft. of bed area. Mix and cultivate to a fine texture. Plant flowers per plan.
11. Plant all plants per Plant Schedule.
12. Water flowers with soluble fertilizer, 15-30-15 per manufacturer's specifications.
13. Apply pre-emergent herbicide per manufacturer's specifications.
14. Remove weeds from open, perennial and shrub bed areas; apply pre-emergent herbicide on top of the mulch.
15. Apply one (1) cup per twenty-five (25) sq. ft. of 100% organic fertilizer to tree and shrub bed areas.
16. Apply two (2) cups per twenty-five (25) sq. ft. of 100% organic fertilizer to perennial bed areas.
17. Apply one (1) inch of fresh mulch to disturbed or bare areas.
18. Apply lawn fertilizer and weed control to the lawn areas per manufacturers' specifications.

John B. Daly Blvd. median and roadsides, including the planted median of the Robert Moses Parkway.

(On the east side of John B. Daly Blvd. work is limited to the area between the curb and sidewalk and in the bench seating areas. On the west side of John B. Daly Blvd. work includes all areas between the curb and steel picket fence, and the planted islands and lawn areas within fifteen (15) feet of the sidewalk. No work on the roadsides of the Robert Moses Parkway.)

1. Mechanically remove weeds from bed and tree areas. Save perennial flowers.
2. Chemically remove weeds from the cracks and curbs of the concrete median and walks.
3. Apply bone meal or 100% organic fertilizer equivalent to the trees in isolated beds or cutouts, two (2) cups per tree.
4. Apply one inch (1") of fresh mulch to the tree as required to cover bare spots. Apply pre-emergent herbicide on top of the mulch.
5. Mechanically or hand-pull weeds from between shrubs and perennials and annual beds.
6. Edge planting beds with a vertical slice against the existing lawn; remove less than one inch (1") of lawn area.
7. Cultivate annual flower planting beds to a six inch (6") depth. Avoid perennial plants.
8. Add one (1) cup of 10-10-10 and one (1) cup of organic fertilizer 3-4-5 to each fifty (50) sq. ft. of bed area. Mix and cultivate to a fine texture. Plant flowers per plan.
9. Plant all plants per Plant Schedule.
10. Water flowers with soluble fertilizer 15-30-15 per manufacturer's specifications.
11. Apply pre-emergent herbicide to flower bed as per manufacturer's specifications.
12. Remove weeds from open, perennial and shrub bed areas; apply pre-emergent herbicide on top of the mulch.
13. Apply one (1) cup per twenty-five (25) sq. ft. of 100% organic fertilizer to tree and shrub bed areas.
14. Apply two (2) cups per twenty-five (25) sq. ft. of 100% organic fertilizer to perennial bed areas.
15. Apply one (1) inch of fresh mulch to disturbed or bare areas.
16. Apply lawn fertilizer and weed control to the lawn areas per manufacturer's specifications.
17. Remove dead trees and shrubs, including root ball. Replace if required, or fill void with topsoil and mulch.

Rainbow Blvd median and roadsides, from John B. Daly Blvd. to Rainbow Blvd. South. (Roadside is the area between the curb and the sidewalk only.)

1. Remove litter from beneath the cast iron tree grates. Remove tree grate, rake out litter.
2. Mechanically remove weeds in the tree wells.
3. Chemically remove weeds from the cracks and curbs of the concrete median and walks.
4. Apply 100% organic fertilizer to the trees in the tree wells, two (2) cups per tree.
5. Apply one inch (1") of coarse mulch to the tree well to top of pavement/underside of tree grate. Top off mulch over tree grate to fill all voids. Sweep up the remainder.
6. Apply pre-emergent herbicide on top of the mulch.
7. Mechanically or hand pull weeds from between shrubs and perennials and annual beds. Save perennial flowers.
8. Edge planting beds with a vertical slice against the existing lawn; remove less than one inch (1") of lawn area.
9. Cultivate annual flower planting beds to a six inch (6") depth. Avoid perennial plants.
10. Add one (1) cup of 10-10-10 and one (1) cup of organic fertilizer 3-4-5 to each fifty (50) sq. ft. of bed area. Mix and cultivate to a fine texture. Plant flowers per plan.
11. Plant all plants per Plant Schedule.
12. Water flowers with soluble fertilizer 15-30-15 per manufacturer's specifications.
13. Apply pre-emergent herbicide per manufacturer's specifications.
14. Remove weeds from open, perennial and shrub bed areas; apply pre-emergent herbicide on top of the mulch.
15. Apply one (1) cup per twenty-five (25) sq. ft. of 100% organic fertilizer to tree and shrub bed areas.
16. Apply two (2) cups per twenty-five (25) sq. ft. of 100% organic fertilizer to perennial bed areas.
17. Apply one inch (1") of fresh mulch to disturbed or bare areas.
18. Apply lawn fertilizer and weed control to the lawn areas per manufacturer's specifications.

Roundabout.

1. Weed and plant perennials.

VII. FLOWER POTS

1. Remove debris from pots and add commercial potting mix to within two inches (2") of the rim.
2. Add 3-4-5 fertilizer, 1 cup per twelve inch (12") diameter of pot. Mix into top six inches (6") of potting mix.
3. Install plants to full coverage of twenty-four inch (24") diameter pots (nineteen total) and thirty-six inch (36") diameter pots (six total.)
4. Mulch plants with one inch (1") of aged mulch. Carefully surround plants with mulch. Avoid burying plants under mulch.

VIII. TREES

Stake all trees less than three inches (3") in diameter and tilted more than five (5) degrees to vertical. Secure with duckbill system or soil anchor equivalent. Allow for ten (10) trees.

IX. SHEARING, PRUNING AND PLANT REMOVAL SCHEDULE

1. Spirea Anthony Waterer* and Bridal Veil***: shear to remove spent blooms, plus one-quarter of wood, shape round.
 *Shear to 36" height x 36" width.
 **Shear to 48" ht. Do not over shear.
2. Spirea Gold Flame: shear to 24" height x 24" width to remove spent blooms only.
3. Sandcherry: Shear to remove one-third of wood; shape rounded.
4. Russian Sage: shear to reduce by one-half; shape into continuous hedge where possible.
5. Juniper: prune to remove dead wood, do not shear.
6. Lavender: shear by one-half, shape round.
7. Grasses: shear to four inches (4") of stubble.
8. Daylilies Stella D'Oro and Happy Returns: weed whack to 4" of stubble by August 7, 2015 or three (3) weeks after blooming has finished.
9. Daylilies, all other: weed whack to 4" of stubble three (3) weeks after blooming has finished.
10. Perennials: shear as directed by the City.
11. Dwarf Lilac: DO NOT SHEAR.
12. Trees: prune lower branches within six (6) feet of ground level.

X. WATERING SCHEDULE

Not less than 2,400 gallons per day, as listed below.

1. Annual Flowers: Daily, to saturation, from the time of planting to September 10, 2015, then two times weekly from September 10, 2015 to October 8, 2015. Watering must be completed during the hours of 5:00 a.m. to 8:00 a.m. or 6:00 p.m. to 9:00 p.m.
2. Perennial Flowers: twice weekly, to saturation.
3. Flowering shrubs and grasses: twice weekly, to saturation.
4. Daylilies: not required.
5. Newly planted trees and shrubs, twice weekly.
6. Water is available from municipal hydrants, location to be determined. Metering arrangements for use of the water are between the contractor and the Niagara Falls Water Board.

XI. FALL CLEAN-UP

1. Fall Cleanup shall start October 18, 2015 and conclude October 31, 2015.
2. Remove tops of daylilies, ornamental grasses and perennial flowers by cutting stems and leaves to a three inch to four inch height above the ground. Dispose of all cuttings.
3. Remove perennial weeds, including roots, stems and seed heads in their entirety from all mulched areas.
4. Remove annuals.

XIII. PLANT LIST

2015 PLANT LIST			
Qty	Common name	Spec	Comments
100	Geranium Patricia	1 gal	space to fill between existing
40	Sunblaze landscape rose	2 gal	24" o.c. staggered, red, yellow, orange
100	Cosmos Gazebo, 24" ht. max.	4 pak	18" o.c.
500	Profusion Zinnia, mixed colors	4-pak	12" o.c. staggered
200	Yellow French marigold, 12" ht.	4-pak	12" o.c. staggered
200	Red French Marigold, 12" ht.	4-pak	12" o.c. staggered
200	Ageratum Blue Danube	4-pak	12" o.c. staggered
100	Dwarf Fountain Grass "Hameln"	1 gal	18" o.c. staggered
40	Sweet Potato Vine	1 qt	3 per pots; 24" o.c. in beds
100	Begonia Dragon Wings	4" pot	<i>pots; 12" o.c. in beds staggered</i>
60	Petunia Wave Mixed Colors	4-pak	<i>pots; 12" o.c. in beds staggered</i>
12	Butterfly Bush, magenta	2 gal	as directed
60	Karl Foster Grass	1 gal	as directed
24	Summer Wine Ninebark	3 gal	as directed
18	Spirea Gold Flame	3 gal	as directed
6	Viburnum p. BlackHaw Viburnum	5 gal	as directed
30	Juniper Saybrook Gold	3 gal	48" o.c, as directed in new bed area
20	Juniper Seagreen	3 gal	48" o.c, as directed in new bed area
20	Juniper Hetz glauca	3 gal	72" o.c, as directed in new bed area
10	Juniper Wichita Blue	3 gal	10' o.c, as directed in new bed area

XII. MATERIALS

100% Organic Fertilizer for trees and shrubs: Lesco 5-2-4 Sustane all natural.
100% Organic Fertilizer for perennials and flowers: Garden-Tone 3-4-5.
Lawn Fertilizer: Lesco 15-3-7 30% PPSCU 50% organic base.
Tree and shrub mulch: coarse, heavy, aged one year, to three inch (3”) depth.
Flower bed and pot mulch: fine, aged, to one inch (1”) depth.

XIV. GUARANTEE AND WARRANTY

Contractor shall provide a continuous guarantee on the vigor of all planted annuals. Dead annuals shall be replaced with in kind equivalents or better at no cost to the City throughout the period of this agreement.

XV. PAYMENT

The City shall make three (3) payments during the course of this contract. The Contractor shall submit invoices accordingly. No payment shall be made unless work has been completed as outlined in the specifications.

- Payment 1: 50% of the total contract shall be due on June 30, 2015.
- Payment 2: 25% due on August 15, 2015.
- Payment 3: 25% due on November 15, 2015.

BID PRICE SECTION

RECORD YOUR BID PRICES IN THIS SECTION.

TOTAL NET PRICE IN WORDS	
TOTAL NET PRICE IN NUMBERS	

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: _____

**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: _____

**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 _____ per centum 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

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