

CITY OF NIAGARA FALLS, NEW YORK

REQUEST FOR BIDS BID #9-09

Bids on items as specified herein will be accepted at City Hall until 11:00 A.M., and opened at 11:00 A.M. on March 13, 2009.

Bidders must state when delivery can be made.

All bids are subject to delivery as stated herein.

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, otherwise it will be assumed that the bid is based on the grade or brand specified.

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.

Bids are to be shown NET. Cash discounts are to be stated, if any.

All bids must be accompanied by the requisite bid bond IF SO STATED IN THE SPECIFICATIONS.

Provision of any required performance bond is the responsibility of the bidder.

Prices must be filled in with typewriter or ink on this form.

THE ENVELOPE CONTAINING THE BID MUST BE SEALED AND CLEARLY MARKED WITH THE BID NUMBER.

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.

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.

NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidders as well as to the person signing on it's behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy or resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

(see reverse side for additional information)

COMPANY NAME:

ADDRESS:

TOTAL NET PRICE	DELIVERY PROMISED
CONTACT PERSON FOR QUESTIONS REGARDING BID	TELEPHONE NUMBER
AUTHORIZED SIGNATURE	DATE

TITLE

MAIL BIDS TO:
CITY OF NIAGARA FALLS
PURCHASING DIVISION ROOM 14-B
PO BOX 69
NIAGARA FALLS, NY 14302-0069

DELIVER BIDS TO:
CITY OF NIAGARA FALLS
CITY HALL ROOM 14-B
745 MAIN STREET
NIAGARA FALLS, NY 14302-0069

BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE

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CITY OF NIAGARA FALLS

New York

SPECIFICATIONS

LEASE OF GOLF CARTS

1. Polypropylene, fiberglass or metal gasoline carts will be acceptable. Provide with your bid a brochure and/or specifications of the carts you will be supplying. All 75 golf carts are to come equipped with a roof, a windshield and are to be numbered. They shall be almond in color. All eleven utility carts are to come equipped with a cargo bed, all terrain tires, headlights, stabilizer bar, rear trailer hitch, amber beacon light, front and rear receiver hitches, a hydraulic lift and a gasoline engine. Eight of the utility carts are to have a minimum load capacity of 1,200 lbs. and be green in color. Three of the utility carts are to have a minimum load capacity of 800 lbs. and be yellow in color. Two of the yellow utility carts are to be equipped with soft enclosures around the cab.
2. The lessor must perform all repairs and maintenance of the golf carts at his own expense.
3. The lessor shall provide routine maintenance of carts and shall provide emergency service within 48 hours after notification.
4. The lessor shall provide five (5) spare tires for the golf carts and two (2) spare tires for the utility carts. Also, lessor shall provide for tire repair service.
5. When negligence is applicable, the City will be responsible for repairs which must be performed by the lessor at his cost. The City will not pay for pick-up or delivery charges when repairs are made at the lessor's facility.
6. The lessor shall deliver the golf carts at the beginning of the season and pick them up at the end of the season at no charge to the City. The lessor shall be responsible for providing winter storage.
7. Carts will be delivered on or about April 1st and removed on or about November 1st unless otherwise notified by City personnel. The same carts are to be provided each year unless they are damaged beyond repair.
8. The City may, at its discretion, prior to April first of each year, require the lessor to provide new electric carts in lieu of gasoline carts. The bid prices shall remain the same.
9. The lessor shall bill the City sixty (60) monthly installments commencing April 15, 2009.
10. The City may request, prior to April 1st of each year, additional carts. If so, the lessor must provide each additional cart at the same lease price as in the bid. The carts to be provided are to be no older than 2009 models and must be in good condition.
11. Upon the initial delivery of the carts the lessor shall provide the City with a list of all the serial numbers of the carts.
12. If the City closes the golf course or contracts with a company to operate the course, the City reserves the right to terminate the agreement with no penalty.

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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
- * 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.