

**Telephone: 716-286-4370
Fax: 716-286-4337**



**CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING, City Hall Room 214
745 Main Street
PO Box 69
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>
11:00 A.M.	November 30, 2016
FOR: Tree Trunk – Wood Sale	

Bids shall be submitted to:

**CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING, City Hall Room 214
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 Business “Bids” 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. There are currently in excess of 225 logs of varying sizes stockpiled in the City's Corporation Yard located at 1785 New Rd.
2. The wood is comprised exclusively of hardwoods with the majority being Norway Maple, Silver Maple, and Green Ash. The logs are from city street and parks trees and range in size from 12" to 38" in diameter and in sections no longer than 12'.
3. Additionally, included in this purchase is larger branch wood.
4. Buyer is responsible for the removal of all of the wood from the Corporation Yard; No processing will be permitted onsite. Buyer is permitted to custom cut the wood for safe and convenient loading and hauling.
5. Buyer shall abide by all NYSDEC regulations relating to the Emerald Ash Borer and Ash Wood.
6. Arrangements may be made to inspect the wood in advance by calling Joe Urso in our Forestry Department at 716-334-0835.
7. Certificates of insurance which meet all the requirements as set forth in the attached "Instructions for City of Niagara Falls Standard Insurance" must be Provided by the successful bidder upon award of the bid and prior to commencement of work. Failure to provide approved certificates of insurance within two (2) weeks after being notified of the award will cause the contract to be negated.

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