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**CITY OF NIAGARA FALLS, NEW YORK**  
**DIVISION OF PURCHASING**  
**City Hall, Room 214**  
**745 Main Street**  
**Niagara Falls, NY 14302-0069**

The City of Niagara Falls, New York (“the City”) is requesting sealed submissions from vendors for the maintenance of elevators and dumbwaiters pursuant to the following instructions, General Conditions and Specific Terms, Conditions and Specifications.

Sealed submissions 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.	TUESDAY, NOVEMBER 19, 2019
FOR: MAINTENANCE OF ELEVATORS AND DUMBWAITERS	

in accordance with the specifications on file at the above address. The City reserves the right to reject any and all submissions, and waive any informality.

One (1) original submission and one (1) copy 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 will officially distribute submission package documents from the Division of Purchasing. Submission package documents are also available on the Purchasing Division’s website, [www.niagarafallsusa.org/government/city-departments/purchasing](http://www.niagarafallsusa.org/government/city-departments/purchasing). 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.

The envelope or packing container containing the submission must bear the vendor name and address, be sealed and must be clearly marked in the LOWER LEFT CORNER with the submission number. Submissions which are received in a packing envelope or container should also bear the submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission which may compromise its confidentiality.

Any and all submissions and contracts/agreements made or awarded by the City 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 offering.

This offering is open to all departments and subdivisions of the City.

The total number of pages contained in this package should be **thirty-four (34)** including attachments. If any pages are missing, please contact the Purchasing Division.

### General Conditions (Page 1 of 4)

1. It is highly recommended that vendors completely read this entire document to become acquainted with the terms and conditions of this document and its requirements. No relief will be allowed from conditions herein unless a vendor takes written exception to that condition in its submission.
2. The City reserves the right to accept any submission hereunder by items, or as a whole, or to reject any or all items or to waive any informalities in a submission. In case of error in the extension of prices in a submission, the unit price will govern.
3. No submission will be accepted unless it is accompanied by a bid bond or a certified check (the "submission deposit") IF REQUIRED. See the "Specific Terms, Conditions and Specifications" section of this document.

If a certified check is submitted, said certified check shall be duly certified by an incorporated bank or trust company. The amount thereof shall become the property of the City as liquidated damages if the vendor whose submission is accepted shall fail to enter into a contract/agreement with the City or shall fail to give the security for the performance of the contract/agreement as required upon notice to it as set forth herein.

The aforementioned submission deposit from each vendor except the successful vendor(s) shall be returned within sixty (60) calendar days of the opening of the submissions. The remaining submission deposit(s) shall be returned after the City has awarded the contract/agreement.

4. Vendors must use this form or a submission may be considered void. All submissions must be printed in ink, typewritten or computer generated. Any additional information a vendor desires to add to its submission shall be neatly handwritten, typed or computer generated on separate sheets of paper, as necessary. SUBMISSIONS MUST BE SIGNED IN BLUE OR BLACK INK.
5. Submissions which are received after the time designated, whether mailed or otherwise submitted, shall not be opened nor otherwise considered. Facsimile and/or electronically mailed submissions are not acceptable and will be rejected.
6. No vendor may withdraw any submission within forty-five (45) days after the opening thereof. All prices set forth therein shall be held firm during the above time period, and for any additional time period specified in the Specific Conditions.
7. No submissions will be accepted from, nor any contract/agreement awarded to, any person or entity who is in arrears in taxes or otherwise indebted to the City or who has defaulted as surety or otherwise upon a contract or obligation to the City.
8. No interpretation of the meaning of the specifications or other documents will be made to any vendor orally. Every request for such interpretation should be in writing, addressed to the City of Niagara Falls, New York Purchasing Division, 745 Main Street, Room 214, Niagara Falls, New York 14301, and to be given any consideration, must be received seven (7) days prior to the date fixed for the opening on submissions. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail, return receipt requested, to all prospective vendors (at the respective addresses furnished for such proposals), not later than three (3) days prior to the date fixed for the opening of submissions. Failure of any vendor to receive addendum or interpretation shall not relieve such vendor from any obligation under his submission as submitted. All addenda so issued shall become part of the specifications for this offering. No verbal statement made by a City employee, or anyone else, is binding, nor shall such statement(s) be considered a part of this offering.
9. Vendors must clearly state any contingency upon which a submission is made, if any.

**General Conditions (Page 2 of 4)**

10. Failure to supply any requested information, or to submit prices for all items may cause a submission to be considered informal or result in a vendor being declared non-responsible.
11. Failure to complete and sign the “Vendor’s Certification & Assignment of Claim” may result in the submission being rejected.
12. Failure to complete, sign and have notarized the “Affidavit of Non-Collusive Submission Certification” may result in the submission being rejected.
13. Failure to complete, sign and have notarized the “Certification of Compliance with the Iran Divestment Act” may result in the submission being rejected.
14. If a vendor is not making a submission, it is important that the vendor answer this offering by completing and mailing back the “Non-Submission Certificate” in this package. Failure to respond to two successive offerings may result in a vendor being removed from the mailing list.
15. The City may make such investigations as deemed necessary to determine the responsibility of any vendor to perform work and/or furnish goods and services, and any vendor shall furnish to the City all information, samples and data required by the City, including financial data, within the time, in the form, and in the manner required by the City. The City reserves the right to reject any submission if the evidence submitted by or investigation of any such vendor fails to satisfy the City that any such vendor is responsible, or is able or qualified to carry out the obligations of the vendor as contemplated herein. Additionally, if a business entity, the vendor must be authorized to do business in the State of New York.
16. Provision of any required performance bond is the responsibility of the vendor. The successful vendor shall, within ten (10) business days after the date of notification of award, furnish the City with a performance bond in a sum equal to the amount set forth herein. In the event a vendor fails to furnish the performance bond within the specified time period, then the submission deposit of the vendor shall be retained by the City as liquidated damages and not as a penalty. IT IS BEING NOW AGREED that said sum is a fair estimate of the amount of damages that the City will sustain due to the vendor’s failure to furnish said bond. See the “Special Conditions” section of this document.
17. Prices are to be submitted: NET, F.O.B. Destination to all Niagara Falls Departments/Agencies, Political Subdivisions and other Niagara Falls municipalities authorized by law, including inside delivery. No unit price change will be permitted during the contract/agreement period. Prices include all transportation charges delivered inside. “Tailgate Delivery” not accepted except where specified. Cash discounts, if any, are to be clearly stated.
18. All submissions are subject to delivery as stated herein and must state when delivery can be made.
19. All postage, freight, express, cartage or other transportation charges shall be prepaid by vendor.
20. The City will not pay any type of fuel surcharge on any item or contract/agreement unless specifically indicated as such by the City in the general or specific conditions. Any fuel charges added which were not authorized in writing by the City will be deleted from any payments made to the vendor.
21. Submissions 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.

**General Conditions (Page 3 of 4)**

22. In case of default in delivery performance in furnishing items awarded to a vendor, the City may procure the materials and/or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. However, the vendor shall not be charged for any excess cost occasioned by the City by the purchase of materials and/or services in the open market or under other contracts when the delay of the vendor is due to unforeseen causes beyond the control and without the fault or negligence of the vendor.
23. In the event any item or items in this offering are made available to the City on a New York State Government contract or bid/quote from another municipality at a unit price lower than the price upon which award is made hereunder, the City reserves the right to purchase at the lower price under such contract or bid/quote, notwithstanding the award herein, after offering the awarded vendor the opportunity to meet or better the item price therein.
24. The use of a manufacturer or of any particular name, trademark or brand, in describing an item does not restrict vendors to that manufacturer or specific article; but the article on which submissions are made must be of such character or quality that it would serve the purpose for which it is to be used equally as well as that specified. Submissions will only be accepted in accordance with specifications on file or approved equal. In the event a submission is made on alternative or substitute article(s), the vendor must so state and give complete descriptions of the article(s) so offered which explain the differences between the specification and the offering (size, gauge, weight, etc.).  
  
Where a brand name or catalog reference is included in the specifications, it shall be interpreted to mean that proprietary product or equal approved. If item submitted is not the particular brand name product, the vendor shall state in its submission what it is submitting as equal or as alternate item(s). Catalog cuts and descriptive literature shall accompany the submission. In all cases, final judgment as to whether or not an item meets the specifications rests with the City. Alternative proposals for materials and/or equipment to serve the purpose intended will be considered.
25. All items are to be submitted on an “as equal” basis.
26. Quantities listed are on a more or less basis of what the City anticipates unless specified otherwise herein.
27. Samples of items, when required by the City, must be furnished free of expense at the time specified and will, upon request, be returned at the vendor’s expense, if not destroyed by tests.
28. 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 vendor at its own expense.
29. Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.
30. Certain labor tasks/services require the payment of prevailing wage in accordance with state law. If this offering includes such labor tasks/services, the requirements of same shall be set forth in the section entitled “PREVAILING RATE SCHEDULE” herein. Certified payroll reports will be required before payments are made.
31. If installation is required, the vendor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.
32. The City reserves the right to terminate this contract/agreement at any time for any reason in whole or in part upon thirty (30) days written notice to the successful vendor. The City also reserves the right to cancel the contract/agreement upon ten (10) days written notice for non-performance. The contract/agreement may also be cancelled or amended by the City if the City encounters continuing or irresolvable problems with the selected vendor(s) concerning quality of products, service levels, pricing discrepancies or delivery problems.

**General Conditions (Page 4 of 4)**

33. No contract/agreement shall be assigned or any part of the same sub-contracted without the written consent of the City, but in no case shall such consent relieve the vendor of its obligations, or change the terms of the contract/agreement.
34. The vendor shall not assign, transfer or convey the contract/agreement or any right, title or interest therein without previous consent, in writing, from the City.
35. The vendor shall, at all times, observe and comply with all Federal, New York State, Niagara County and City of Niagara Falls laws, ordinances and regulations, which may in any manner affect the preparation of proposals or the performance of the contract/agreement.
36. Upon award of this offering, successful vendors shall forward a completed W-9 form to the purchasing Division no later than ten (10) days following the notification of award. Vendors already doing business with the City shall only be required to forward this form if it differs from the one currently on file with the City.
37. As part of this offering and subsequent award, the City shall not complete any credit application or related forms, and shall not be required to agree to any payment terms aside from those set forth herein. If a vendor requires additional payment terms and/or a completed credit application, this must be clearly stated in writing at the time the vendor submits its bid/quotation/proposal.
38. If a vendor attempts to impose additional payment terms and/or attempts to require a completed credit application from City following the opening of the bids/quotations/proposals, this shall be grounds for either rejection of the vendor's submission and/or rescission of an award to said vendor.
39. If you have any questions about this document other than those which are required to be submitted in writing, please contact Purchasing Agent Douglas Janese at (716) 286-4372.

## Specific Terms, Conditions and Specifications (Page 1 of 16)

1. Bids will be received by the Purchasing Division of the City of Niagara Falls, New York (“the City”) at City Hall, 745 Main Street, Niagara Falls, New York 14301, Room 214 for the maintenance of certain passenger elevators, freight elevators and dumbwaiters as described herein.
2. The term of this contract/agreement shall be from January 1, 2020 to December 31, 2020 (“the term”). The City shall have the option to renew this agreement annually for up to four (4) additional one year terms. This agreement shall renew automatically on January 1 of each year (up to four (4) additional years) unless the City notifies the successful vendor of its intention to terminate the agreement on December 31<sup>st</sup> of the current year no later than November 30<sup>th</sup> of the current year. All pricing must remain firm for the term and for any additional annual renewals thereof up to the full five (5) year possible term.
3. No bid bond or certified check will be required for this offering.
4. A performance bond will be required of the successful vendor in form and substance with sureties approved by the City’s Corporation Counsel in the amount of the successful vendor’s bid for the maintenance for 2020. Said bond must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.
5. Upon award of this offering, the successful vendor must submit certificate(s) of insurance to the City which meet all of the requirements set forth in the attached “Instructions for City of Niagara Falls Standard Insurance Certificate.” Said certificate(s) of insurance must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.
6. Following the opening of the valid submissions, the City will conduct its due diligence. Once the due diligence investigation is completed, the City shall either reject all bids or the lowest responsible bid will be submitted to the City Council for possible award via majority vote.
7. Submissions hereunder are also being sought on behalf of the Niagara Falls Water Board, a separate and distinct legal entity. As such, the Niagara Falls Water Board may also make purchases at the prices set forth in the successful submission.

It is understood that all materials, goods and services provided to the Niagara Falls Water Board herein shall be invoiced directly to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York 14304 and shall be delivered to either that location or 1200 Buffalo Avenue, Niagara Falls, New York 14303.

The City will bear no responsibility for any contracts/agreements, invoices, charges or debts incurred by the Niagara Falls Water Board through this or any other contract/agreement.

Upon award of this offering, the successful vendor must also submit to the Purchasing Division certificates of insurance which meet all of the requirements set forth in the attached “Niagara Falls Water Board Insurance Requirements.” Said certificates of insurance must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.

8. Vendors are to provide prices for 2020 only. If the City elects to renew the agreement, the prices shall be adjusted annually in the following manner:
  - (a) Twenty percent (20%) of the successful vendor’s total price for 2020 hereunder shall be conclusively deemed to constitute the cost of materials. Increases or decreases to that portion of the contract shall be made, prospectively only, effective January 1, of each year after the first contract year and shall be based upon the percentage change in the index of “Wholesale Commodity Prices for Metals and Metal Products” published by the U.S. Department of Labor, Bureau of Statistics between November of the previous year and November of the year in which such adjustment is made.

## **Specific Terms, Conditions and Specifications (Page 2 of 16)**

- (b) Eighty percent (80%) of the successful vendor's total price for 2020 hereunder shall be conclusively deemed to constitute the cost of field labor. Increases and decreases to that portion of the contract shall be made, prospectively only, effective on January 1, of each year after the first contract year and shall be based upon the percentage of increase or decrease in the straight time hourly labor cost between November of the previous year and November of the current year in which such adjustment is made, however, no such increase shall exceed union scale in the geographical area in which the work is to be performed. As used in this provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate and the average hourly cost of fringe benefits paid to maintenance personnel in the locality where the equipment is to be maintained. The words "Fringe Benefits" mean employee benefits granted in lieu of or in addition to hourly rate increases and include, but are not limited to pensions, vacations, paid holidays, group life, sickness and accident and hospital insurance.

### **SCOPE OF SPECIFICATIONS**

9. The following specifications cover the maintenance of vertical transportation equipment in the locations set forth on the ELEVATOR LOCATIONS AND INFORMATION section herein.
10. The contract is for a complete job in every respect. Vendors are cautioned to familiarize themselves with the conditions of the equipment. Please contact the department of Public Works at 716-286-4840 to schedule visits to the elevators owned by the City.
11. After this bid has been awarded, there will be no extra compensation allowed for any labor or material necessary to complete the work, whether exactly described in these specifications or not, as long as such work, labor and material is required in order to obtain the desired effect and result.
12. In all cases where a device or part of equipment is herein referred to in the singular manner, such reference shall apply to as many such devices as are required to complete the installation.

### **DEFINITIONS OF TERMS**

13. The term vendor, as used herein, refers to any person, partners, firm or corporation having an agreement with the City and/or the Board to furnish labor and materials for the execution of the work herein described.
14. The term inspecting authorities, as used herein, refers to authorized agents of governments and of insurance groups which are charged with the responsibility of carrying out periodic inspections and tests on vertical transportation equipment.
15. All terms in the specifications that are not otherwise defined shall have the definitions as given in the current ANSI code for elevators, dumbwaiters, escalators and moving walks.

### **VENDOR QUALIFICATIONS**

16. The vendor shall have had a qualified service organization in active operation for a minimum of five (5) years and shall have a history of competent experience in maintaining the specific types of elevator systems described in this specification.
17. It shall also have on its payroll, sufficient qualified experienced supervisory personnel to guarantee satisfactory performance of the contract.
18. Vendor shall furnish a statement that it has in its employ and under its supervision, the necessary personnel and organization, and that it possesses facilities, located within a twenty-five (25) mile radius of Niagara Falls, to properly fulfill all the services and conditions required under this specification.

## **Specific Terms, Conditions and Specifications (Page 3 of 16)**

### **VENDOR QUALIFICATIONS (continued)**

19. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either government or commercial, an unsatisfactory record of performance in connection with inspection or repair of elevators.
20. The City reserves the right to determine the competency of vendors being considered for the award of this contract. The City will take into consideration all factors which are deemed pertinent to the satisfactory execution of this contract.

### **CODES AND ORDINANCES**

21. All work shall be performed in accordance with the building codes, by-laws, regulations and requirements of the local, state and federal authority in effect at the time of the execution of the work.
22. Vendor shall supply all equipment and do all work in accordance with the latest requirements of the ANSI code and any other code which may govern the requirements of the installation.
23. Prior to submission of a bid and throughout the duration of the work, vendor shall give prompt notification in writing to the City of any regulations or requirements known to be in process which might affect the acceptability of the completed work.
24. If changes in codes or regulations result in extra costs to the vendor, those taking effect subsequent to the date of submission shall be treated as an extra to the contract.

### **ELECTRICAL DIAGRAMS**

25. If, in the course of the agreement, changes are made to the wiring or control, vendor shall supply two sets of marked-up prints of the altered schematics and field wiring diagrams showing the changes.

### **INVOICING AND VERIFICATION OF WORK COMPLETED**

26. The successful vendor shall establish, in concert with the appropriate City or Water Board personnel, a schedule for completion of all required tasks on a monthly basis so the appropriate City or Water Board personnel can verify that work is being completed in accordance with the contract/agreement.
27. Vendor shall be expected to follow the schedule established under Paragraph 26 and shall provide at least 24 hours advance notice of any deviation from same to permit maintenance tasks to be jointly rescheduled.
28. Vendor shall invoice monthly for all maintenance work performed hereunder. Invoices for work performed for the City shall be sent to the Department of Public Works, 1785 New Road, Niagara Falls, New York 14304.
29. Vendor shall indicate the work completed, and for maintenance work, the applicable portion of the schedule completed, on all invoices.
30. Vendors shall also provide, with each invoice submitted, written confirmation of all tasks completed, which shall be signed by both the vendor's representative performing the work and the appropriate City or Water Board personnel who are verifying that the work was completed immediately upon completion of the work.
31. Neither City nor Water Board will incur any charges nor be responsible for any invoices submitted unless the requirements of Paragraphs 26 through 30 are complied with. This shall specifically include the countersigned written confirmation of all tasks completed.



**Specific Terms, Conditions and Specifications (Page 4 of 16)**

32. Invoices for extras, such as for malicious damage, must be invoiced separately.
33. All work performed for the Niagara Falls Water Board shall be invoiced separately from work performed for the City and directed to 5185 Buffalo Avenue, Niagara Falls, New York 14304

## **Specific Terms, Conditions and Specifications (Page 5 of 16)**

### **GENERAL MAINTENANCE FOR ALL ELEVATORS**

#### **PURPOSE**

34. All work to be performed herein shall serve to prolong the life of the equipment, to secure the City's/Board's equity and to provide trouble-free service while keeping the equipment in substantially new condition, and to maintain its performance as new.
35. Maintenance of each elevator and dumbwaiter set forth in the ELEVATOR LOCATIONS AND INFORMATION section shall be in accordance with the specifications contained herein, and also with the additional specifications below depending on the type of conveyance (Geared Passenger, Hydraulic or Freight/Dumbwaiter). Two Year Inspections will only be conducted if the City exercises its options hereunder to extend the agreement. The City/Board may, at its discretion, delete any elevators from the agreement upon written notice to the vendor.

#### **MINIMUM STANDARD**

36. Successful vendor shall perform to the specifications herein as a minimum standard.

#### **FREQUENCY OF ROUTINE EXAMINATIONS**

37. Vendor shall perform routine maintenance examinations on all elevators and dumbwaiters once a month.

#### **LOG BOOK**

38. Vendor shall provide a maintenance log in a permanently bound journal having pre-numbered pages. It shall indicate the following information: date, time, name of responsible maintenance man, regular maintenance, regular time callback, overtime callback, action taken, work completed, and further repairs required.
39. The journal is the property of the City/Board and shall be maintained current, on the premises, and available for inspection by the City/Board at any time with all entries made in ink, legibly, consecutively and without blanks.

#### **COORDINATION WITH OWNER**

40. At the commencement of each routine maintenance inspection, vendor shall contact a representative specified by the City or the Board to discuss the operation of the equipment and allow vendor to take immediate action on all problems.
41. Should a problem be of a nature that cannot be satisfactorily resolved during that visit, vendor shall report back to the City's/Board's representative explaining why it was not possible to correct the problem and when the problem will be resolved.

#### **TIME TICKETS**

42. Vendor shall show on each regular maintenance time ticket the division of work and detail the portion of that division completed, and shall submit time tickets for each call-back detailing exactly the cause and the action taken.

#### **PERSONNEL**

43. Vendor shall supervise its maintenance staff so that they present a neat appearance at all times and their movement in the building is restricted to the requirements of their work.

## **Specific Terms, Conditions and Specifications (Page 6 of 16)**

### **REPAIRS**

44. In the case of repairs outside the regular maintenance procedure, vendor shall advise the City or the Board two weeks in advance in the case of scheduled repairs, and immediately in the case of non-scheduled repairs, if equipment is required to be taken out of service. Vendor shall also communicate the status of repairs to the City or the Board at the beginning and close of the normal working day.
45. In the case of all repairs, vendor shall advise and discuss with the City/Board, the merits of continuing in overtime to completion of the repair, and proceed with such overtime work when authorized in writing by the City or Board.
46. At no time shall vendor permit the equipment to operate while any of the safety devices, mechanical or electrical, are inoperative or being repaired.

### **INSPECTING AUTHORITIES**

47. Vendor shall carry out all instructions of the inspecting authorities as soon as possible, but not later than 30 days of notice of deficiency except for those items that are the responsibility of the City and directives resulting from changes to the existing codes.

### **ASSISTANCE FOR INSPECTIONS**

48. Vendor shall provide all necessary cooperation and assistance to allow the City and the inspecting authorities to perform inspections of the equipment. In the event that this requires the supply of more than one crew for more than 3 hours per year, vendor may submit a request to the City for an extra to contract payment.

### **SCHEDULE**

49. Where the applicable equipment has been installed, vendor shall perform all the following duties as described:
  - (a) in the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found, take corrective action immediately.
  - (b) schedule parts showing excessive wear for replacement on the next regular examination.

### **MANUFACTURER'S PARTS**

50. Use genuine manufacturer's parts where at all possible. Where genuine manufacturer's parts are not available or a better substitute is available, submit the alternate part for approval by the City prior to installation.

### **READILY AVAILABLE PARTS**

51. Successful vendor shall have the following parts readily available for service and maintenance:

Four (4) touch button tubes; One (1) car door sheave;  
One (1) complete door closer assembly;  
Two (2) sets of door gibs for car and hall doors;  
One (1) safety-edge micro switch (if used);  
Three (3) fuses of each size used in the controllers and in the main line disconnect;  
One (1) complete hall station assembly of each type;  
One (1) complete hall lantern assembly;  
One (1) car door sheave;

## Specific Terms, Conditions and Specifications (Page 7 of 16)

### READILY AVAILABLE PARTS (continued)

One (1) hall door sheave;  
 One (1) complete door interlock;  
 Sixteen (16) position indicator signal lights;  
 One (1) complete relay of each type with spare contacts and coils;  
 One (1) complete set of controller resistors;  
 One (1) of each springs, stationary contacts and moving contacts for stepping switches or selectors;  
 One (1) emergency stop switch;  
 One (1) roll of selector tape of sufficient length to replace the longest tape used on the equipment;  
 One (1) complete door operator assembly;  
 One (1) complete detector assembly;  
 One (1) complete safety edge assembly;  
 One (1) complete roller guide assembly of each size used;  
 One (1) complete set of gland packing;  
 One (1) 45 gallon drum of hydraulic fluid; and  
 One (1) emergency stop switch.

52. In addition to the parts listed in paragraph 52 above, vendor shall maintain an adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
53. Vendor shall also maintain spares for parts, used in quantity on the equipment, in the ratio of one spare for every 100 such parts.

### READILY AVAILABLE TOOLS

54. Successful vendor shall arrange that the following tools be readily available, in good working order, from your local office:

One (1) set of babbiting equipment including heater, ladle;  
 Twelve (12) cable pullers;  
 Two (2) chain blocks or lift pulls;  
 One (1) dial gauge (with magnetic base);  
 Two (2) sets of feeler gauges;  
 One (1) F.E.T. Volt-OHM-Milliammeter;  
 One (1) 2-channel analogue brush recorder;  
 One (1) dual channel oscilloscope;  
 Four (4) wire rope slings;  
 One (1) stop watch;  
 One (1) tachometer;  
 Two (2) telephone headsets;  
 One (1) paging unit or cellular device for each maintenance mechanic;  
 Six thousand (6,000) pounds of test weights and a dolly;  
 One (1) blower;  
 One (1) door pressure gauge;  
 One (1) rechargeable fluorescent or LED portable light;  
 One (1) vacuum cleaner;  
 One (1) 1000 PSIG four-inch dial pressure gauge;  
 Twelve (12) contact cleaners;  
 Two (2) sets of contact adjusting tools; and  
 Two (2) signs stating "TEMPORARILY OUT OF SERVICE - REGULAR MAINTENANCE BEING PERFORMED"

## **Specific Terms, Conditions and Specifications (Page 8 of 16)**

### **EMERGENCY CALL BACK SERVICE**

55. Vendor shall provide emergency call back service at any hour of any day of the week at a fixed price per hour. This amount will be adjusted annually as outlined in Paragraph 8 herein.

### **OPERATING TIMES**

56. Vendor shall adjust operating times as required or requested by the City or the Board.

## **GEARED PASSENGER ELEVATOR MAINTENANCE**

### **VENDOR'S RESPONSIBILITIES**

57. Vendor shall repair or replace, as and when required: machines, rotating electrical equipment, car ceiling lights, pit lights, hand rails, controller parts, worms, gears, thrust bearings, brake coils, brake linings, door operating equipment and all other mechanical and electrical parts required for the operation of the elevators.
58. Vendor shall not repair or replace the car enclosure, floor coverings, hoist way enclosures, hoist way door and frame finishes and door sills.
59. It shall be the responsibility of the vendor to submit to the City proposals for repair or replacement of parts damaged by malicious action of others, or for alterations and additions not covered by the maintenance contract but required by the inspecting authorities.

### **EQUIPMENT PERFORMANCE**

60. Vendor shall maintain the equipment so that the following minimum standards of performance are met:
- (a) adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
  - (b) adjust the door operator to operate smoothly and quietly with a minimum of bouncing between the hall door rollers and car door clutch drive.
  - (c) adjust the automatic leveling devices to stop the car at all floors consistently within 0.5 inch of level regardless of lead.
  - (d) adjust the equipment to carry its rated load at its rated speed within the ratings of the machine.
  - (e) maintain the equipment so that the elapsed time to make a typical floor-to-floor run does not exceed the time indicated in the section titled "Summary of Operating Times". The time shall start when the fully opened doors start to close and continue until the car is level with the next floor and the car and hall doors are open to three-quarters of their fully opened position.
  - (f) maintain the equipment so that the elevator speed is not, under any condition of load or direction, any less than 95% or more than 110% of rated speed except in case of overload.

## Specific Terms, Conditions and Specifications (Page 9 of 16)

### MONTHLY CHECKS

61. Vendor shall ride each elevator, carefully check for and perform the following duties once every month:
- (a) changes in leveling operation.
  - (b) unusual noise.
  - (c) changes in door operation.
  - (d) proper operation of door protective devices, emergency stop switch, alarm bell, door open button.
  - (e) check controller relays, selector or stepping relay contacts and moving parts.
  - (f) check operation of machine.
  - (g) clean machine and machine room floor.
  - (h) check car door rollers and eccentrics.
  - (i) lubricate and clean car door tracks.
  - (j) check car door clutch assembly and clean.
  - (k) check door protective device and fastenings for operation and tightness.
  - (l) check position indicators, signal lamps and car ceiling lights.

### QUARTERLY CHECKS

62. Vendor shall carefully check for and perform the following duties once every three (3) months:
- (a) check brushes in rotating electrical equipment for freeness and tension, replace those brushes having 40% or less of their original length remaining.
  - (b) thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
  - (c) check rotating electrical equipment connections.
  - (d) check commutators for oil or foreign matter and clean thoroughly if dirty.
  - (e) clean the controller with blower and vacuum and inspect each relay for wear.
  - (f) check all protective circuits and devices on controller.
  - (g) check resistors for indications of overheating and if overheating is found, locate and correct the problem.
  - (h) check operation of all hall doors and adjust where necessary.
  - (i) check door interlocks, door gibs, door hanger wheels and door closer cables.

**Specific Terms, Conditions and Specifications (Page 10 of 16)****QUARTERLY CHECKS (continued)**

- (j) inspect and check for proper operation of the limit stopping devices.
- (k) check roller guides.
- (l) check selector tape fastenings and switches.
- (m) check and lubricate the governor tension sheave.
- (n) check and lubricate the governor.
- (o) check the buffers and the buffer oil.
- (p) vacuum hoistaways from top to bottom.

**YEARLY CHECKS**

63. Vendor shall carefully check for and perform the following duties once per year:
- (a) check MG Star-Delta changeover device.
  - (b) check operation of overloads, adjust if necessary.
  - (c) check car operating station.
  - (d) check door operator, clean and lubricate pivot points.
  - (e) clean guide rails.
  - (f) check all hall buttons and their connections.
  - (g) check rope hitches.
  - (h) inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.
  - (i) clean and check safety mechanism. Should it be necessary to alter any adjustment in the safety mechanism, vendor shall perform a safety test after the adjustment.
  - (j) perform a safety test. Forward to the City a declaration certifying the successful completion of the test.
  - (k) check all sheaves and shafts for soundness and wear.
  - (l) check the emergency terminal slowdown device.
  - (m) check travelling cables for wear.
  - (n) using an event recorder, record data for a complete day of normal operation and submit the recorded data to the City for evaluation and checking as ordered by the engineer.

## **Specific Terms, Conditions and Specifications (Page 11 of 16)**

### **TWO YEAR CHECKS**

64. Vendor shall carefully check for and perform the following duties once every two (2) years:
- (a) re-adjust the equipment for proper slowdown, acceleration and stopping operations.
  - (b) check hangers and junction box connections.
  - (c) using an event recorder, record data for a complete day of normal operation and submit the recorded data to the City for its evaluation and checking.
  - (d) review the control system operation with the City and, subject to the results of this review, re-adjust the equipment as required.
  - (e) check guide rail fastenings.

### **HYDRAULIC ELEVATOR MAINTENANCE**

#### **VENDOR'S RESPONSIBILITIES**

65. Vendor shall repair or replace, as and when required: pumps, motors, gland packing, controller parts, hydraulic fluid, door equipment and all other mechanical and electrical parts required for the operation of the elevator.
66. Vendor shall not repair or replace: car enclosure, floor coverings, hoistway enclosure, hoistway door and frame finishes and door sills, hydraulic cylinder and/or buried oil lines.
67. If required, vendor shall submit to the City proposals for repair or replacement of parts damaged by malicious action of others, or for alterations and additions not covered by the maintenance contract but required by the inspecting authorities.

#### **EQUIPMENT PERFORMANCE**

68. Vendor shall maintain the equipment so that the following minimum standards of performance are met:
- (a) adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
  - (b) adjust the door operator to operate smoothly and quietly with a minimum of bouncing between the hall door rollers and car door clutch drive.
  - (c) adjust the automatic levelling devices to stop the car at all floors consistently within 0.5 inch of level regardless of load.
  - (d) adjust the equipment to carry its rated load at its rated speed within the ratings of the machine.
  - (e) maintain the equipment so that the elapsed time to make a typical floor-to-floor run does not exceed the manufacturer's indicated operating times. The time shall start when the fully opened doors start to close and continue until the car is level with the next floor and the car and hall doors are open to three-quarters of their fully opened position.



## **Specific Terms, Conditions and Specifications (Page 12 of 16)**

### **EQUIPMENT PERFORMANCE (continued)**

- (f) maintain the equipment so that the elevator speed is not, under any conditions of load or direction, any less than 95% or more than 110% of rated speed except in case of overload.

### **MONTHLY CHECKS**

69. Vendor shall ride each elevator, carefully check for and perform the following duties once every month:

- (a) changes in leveling operation.
- (b) unusual noises.
- (c) changes in door operation.
- (d) proper operation of door protective devices, emergency stop switch, alarm bell, door open button.
- (e) check controller relays, selector or stepping relay contacts and moving parts.
- (f) check operation of machine.
- (g) clean machine and machine room floor.
- (h) check car door rollers and eccentrics.
- (i) lubricate and clean car gate and hoistway door tracks.
- (j) check car door clutch assembly and clean.
- (k) check door protective device and fastenings for operation and tightness.
- (l) check gland packing for leakage and adjust and/or replace as required.
- (m) check position indicators, signal lamps and car ceiling lights.

### **QUARTERLY CHECKS**

70. Vendor shall ride each elevator, carefully check for and perform the following duties once every three months:

- (a) clean the controller with blower and vacuum and inspect each relay for wear.
- (b) check all protective circuits and devices on controller.
- (c) check operation of all hall doors and adjust where necessary.
- (d) check door interlocks, door gibs, door chains and sheaves.
- (e) check roller guides.
- (f) vacuum hoistways from top to bottom.

**Specific Terms, Conditions and Specifications (Page 13 of 16)****YEARLY CHECKS**

71. Vendor shall ride each elevator, carefully check for and perform the following duties once each year:
- (a) check operation of overloads. Adjust if necessary.
  - (b) check car operating station.
  - (c) clean guide rails.
  - (d) check all hall buttons and their connections.
  - (e) check traveling cables for wear.

**TWO YEAR CHECKS**

72. Vendor shall ride each elevator, carefully check for and perform the following duties once every two (2) years:
- (a) re-adjust the equipment for proper slowdown, acceleration and stopping operations.
  - (b) check hangers and junction box connections.
  - (c) check guide rail fastenings.

**FREIGHT ELEVATOR AND DUMBWAITER MAINTENANCE****RESPONSIBILITY**

73. Vendor shall repair or replace, as and when required: machines, rotating electrical equipment, controller parts, worms, gears, thrust bearings, brake coils, brake linings, door operating equipment and all other mechanical and electrical parts required for the operation of the elevators.
74. Vendor shall not repair or replace: car enclosure, floor coverings, hoistway enclosure, hoistway door and frame finishes and door sills.
75. Where required, vendor shall submit to the City proposals for repair or replacement of parts damaged by malicious action of others, or for alterations and additions not covered by the maintenance contract but required by the inspecting authorities.

**EQUIPMENT PERFORMANCE**

76. Vendor shall maintain the equipment so that the following minimum standards of performance are met:
- (a) adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
  - (b) adjust the door operator to operate smoothly and quietly with a minimum of bouncing between the hall door rollers and car door clutch drive.

**Specific Terms, Conditions and Specifications (Page 14 of 16)****EQUIPMENT PERFORMANCE (continued)**

- (c) adjust the automatic leveling devices to stop the car at all floors consistently within 0.5 inch of level regardless of load.
- (d) adjust the equipment to carry its rated load at its rated speed within the ratings of the machine.
- (e) maintain the equipment so that the elevator speed is not, under any conditions of load or direction, any less than 95% or more than 110% of rated speed except in case of overload.

**MONTHLY CHECKS**

77. Vendor shall ride each elevator, carefully check for and perform the following duties once every month:

- (a) changes in leveling operation.
- (b) unusual noises.
- (c) changes in door operation.
- (d) proper operation of door protective devices, emergency stop switch, alarm bell, door open button.
- (e) check controller relays, selector or stepping relay contacts and moving parts.
- (f) check operation of machine.
- (g) clean machine and machine room floor.
- (h) check car door rollers and eccentrics.
- (i) lubricate and clean car door tracks.
- (j) check car door clutch assembly and clean.
- (k) check door protective device and fastenings for operation and tightness.
- (l) check position indicators, signal lamps and car ceiling lights.

**QUARTERLY CHECKS**

78. Vendor shall ride each elevator, carefully check for and perform the following duties once every three (3) months:

- (a) check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
- (b) thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
- (c) check rotating electrical equipment connections.
- (d) check commutators for oil or foreign matter and clean thoroughly if dirty.
- (e) clean the controller with blower and vacuum and inspect each relay for wear.

**Specific Terms, Conditions and Specifications (Page 15 of 16)****QUARTERLY CHECKS (continued)**

- (f) check all protective circuits and devices on controller.
- (g) check resistors for indications of overheating and if overheating is found, locate and correct the problem.
- (h) check operation of all hall doors and adjust where necessary.
- (i) check door interlocks, door gibs, door hanger wheels and door closer cables.
- (j) inspect and check for proper operation of the limit stopping devices.
- (k) check roller guides.
- (l) check selector tape fastenings and switches.
- (m) check and lubricate the governor tension sheave.
- (n) check and lubricate the governor.
- (o) vacuum hoistways from top to bottom.

**YEARLY CHECKS**

79. Vendor shall ride each elevator, carefully check for and perform the following duties once each year:
- (a) check MG Star-Delta changeover device.
  - (b) check operation of overloads. Adjust if necessary.
  - (c) check car operating station.
  - (d) clean guide rails.
  - (e) check all hall buttons and their connections.
  - (f) check rope hitches.
  - (g) inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.
  - (h) clean and check safety mechanism. Should it be necessary to alter any adjustment in the safety mechanism, perform a safety test after the adjustment.
  - (i) perform a safety test. Forward to the City a declaration certifying the successful completion of the test.
  - (j) check all sheaves and shafts for soundness and wear.
  - (k) check the emergency terminal slowdown device.
  - (l) check traveling cables for wear.

**Specific Terms, Conditions and Specifications (Page 16 of 16)****TWO YEAR CHECKS**

80. Vendor shall ride each elevator, carefully check for and perform the following duties once every two (2) years:
- (a) re-adjust the equipment for proper slowdown, acceleration and stopping operations.
  - (b) check hangers and junction box connections.
  - (c) check guide rail fastenings.

**ELEVATOR LOCATIONS AND INFORMATION (Page 1 of 2)**

**City of Niagara Falls, New York**

Location	City Hall	Carnegie Building	LaSalle Library
Address	745 Main Street	1022 Main Street	8728 Buffalo Avenue
Type	Passenger	Passenger	Passenger
Number	1	1	1
Manufacturer	Campbell	Dover	Thysen Krupp
Capacity / Duty	2,500 pounds @ 200 ft/min.	2,100 pounds	2,000 pounds
Drive	Variable voltage - Imperial	Hydraulic	Hydraulic
Stop(s)	Front - G, 1, 2, 3	Front - G, 1 Rear - G	Front - 1, 2

Location	Earl Brydges Library	Earl Brydges Library	Earl Brydges Library
Address	1425 Main Street	1425 Main Street	1425 Main Street
Type	Passenger	Passenger	Passenger
Number	1	1	1
Manufacturer	Dover	Dover	Dover
Capacity / Duty			
Drive	Hydraulic	Hydraulic	Hydraulic
Stop(s)	Front - 1, 2, 3 Rear - 3	Front - 1, 2, 3	Front - 1, 2, 3 Rear - 1

Location	Intermodal Trans. Center	Parking Ramp	Parking Ramp
Address	825 Depot Ave. West	360 Rainbow Blvd.	360 Rainbow Blvd.
Type	Passenger	Passenger	Passenger
Number	2	4	1
Manufacturer	Schindler	Dover	Thysen Krupp
Capacity / Duty	2,500 pounds	4,000 pounds	3,500 pounds
Drive	Hydraulic	Cable	Traction
Stop(s)		Front - 1, 2, 3, 4, 5	Front - 4

Location	Municipal Complex	Municipal Complex	Municipal Complex
Address	1925 Main Street	1925 Main Street	1925 Main Street
Type	Passenger	Passenger	Passenger
Number	5	1	1
Manufacturer	Thysen Krupp	Thysen Krupp	Thysen Krupp
Capacity / Duty	3,500 pounds	3,500 pounds	2,500 pounds
Drive	Hydraulic	Hydraulic	Hydraulic
Stop(s)	Front - G, 1, 2, 3	Front - G, 1, 2	Front - G, 1, 2

**ELEVATOR LOCATIONS AND INFORMATION (Page 2 of 2)**

**City of Niagara Falls, New York (continued)**

Location	Municipal Complex	Municipal Complex
Address	1925 Main Street	1925 Main Street
Type	Passenger	Dumbwaiter
Number	1	1
Manufacturer	Thysen Krupp	Matot
Capacity / Duty	2,500 pounds	500 pounds
Drive	Hydraulic	Traction
Stop(s)	Front - G, 1, 2, 3	Front - 1, 2, 3

**Niagara Falls Water Board**

Location	Wastewater Plant	Wastewater Plant	Water Plant
Address	1200 Buffalo Avenue	1200 Buffalo Avenue	5815 Buffalo Avenue
Type	Passenger	Passenger	Passenger
Number	1	1	1
Manufacturer	Otis	Otis	Dover
Configuration	Geared overhead traction	Geared overhead traction	
Capacity / Duty	5,000 pounds	5,000 pounds	5,000 pounds
Drive	Variable voltage	Variable voltage	Hydraulic
Stop(s)	Front - 1, 2, 3 Side - 4, 5	Front - 1, 2, 3,	Front - G, 1, 2 Rear - 1

Location	Gorge Pumping Station
Address	Walnut Ave. to Service Road
Type	Freight
Number	1
Manufacturer	Otis
Configuration	Geared overhead traction
Capacity / Duty	5,000 pounds
Drive	Variable voltage
Stop(s)	Front - 1, 2, 3

## Prevailing Wage Rate Schedule

The successful vendors shall meet the requirements of this section as required by state law. If this section does not include information with respect to a location, project type, PRC# or effective dates, it has been determined that there are no prevailing wage requirements for this offering.

The successful vendor shall pay not less than the prevailing wage rate established by the New York State Department of Labor. The Wage Rate Schedule, as prepared by the Department of Labor, hereby becomes part of the contract/agreement.

### Prevailing Wage Rate Schedule

Location: Various throughout the City

Project Type: Providing annual maintenance for passenger elevators, freight elevators and dumbwaiters at various locations in the City of Niagara Falls

PRC#: 2019013426

Effective Dates: 2019 through 2020

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website ([www.labor.state.ny.us](http://www.labor.state.ny.us)). Updated PDF copies of the schedule can be accessed by entering the assigned PRC# at the proper location on the website. Rates can also be obtained by contacting the Department of Labor at 585-258-4505.

If you do not have internet access, you may contact the City's Purchasing Division at 716-286-4371 to request a copy of the prevailing rate schedule for this project.

**The successful vendor will present a certified payroll report at the time of each billing to the City for work performed for this project, or no payment will be made until such report is received.**



**Price Sheet**

Item #	Qty	Unit	Description	Monthly Price
N/A	N/A	N/A	State your current Labor Rate (Wages and Fringe Benefits) per hour. This rate will not be utilized to determine the lowest bidder. Rather, it will be utilized solely to determine further increases and/or decreases in the contract amount as outlined in Paragraph 8 on Page 6 herein.	
N/A	N/A	N/A	Emergency call back service (per hour) as outlined in Paragraph 55 on Page 13 herein:	
1			CITY HALL	
	1		Campbell Passenger Elevator:	
2			CARNEGIE BUILDING	
	1		Dover Passenger Elevator:	
3			LASALLE LIBRARY	
	1		Thyssenkrupp Elevator:	
4			EARL BRYDGES LIBRARY	
	3		Dover Passenger Elevators:	
5			INTERMODAL TRANSPORTATION CENTER	
	2		Schindler Passenger Elevators:	
6			PARKING RAMP	
	4		Dover Passenger Elevators:	
7			PARKING RAMP	
	1		Thyssenkrupp Passenger Elevator:	
8			MUNICIPAL COMPLEX	
	6		Thyssenkrupp Passenger Elevators, 3500 pound capacity:	
9			MUNICIPAL COMPLEX	
	2		Thyssenkrupp Passenger Elevator, 2500 pound capacity:	

10			MUNICIPAL COMPLEX	
	1		Matot Dumbwaiter:	
11			NFWB WATER TREATMENT PLANT	
	1		Dover Passenger Elevator:	
12			NFWB WASTEWATER TREATMENT PLANT	
	2		Otis Passenger Elevators:	
13			GORGE PUMPING STATION	
	1		Otis Freight Elevator:	
			<b>TOTAL NET MONTHLY PRICE:</b>	

**VENDOR’S CERTIFICATION & ASSIGNMENT OF CLAIM**

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED, BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK. FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NAME & TITLE OF AUTHORIZED CONTACT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION**

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other vendor, firm or person who is submitting or potentially submitting on this project, and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause or induce any vendor, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any vendor, firm or person, or offered, promised or paid cash or anything of value to any vendor, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any vendor, firm or person to refrain from submitting or to submit a complementary submission 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 vendor, firm or person, and has not been promised or paid cash or anything of value by any vendor, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, 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 submission 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.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**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 making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Vendor/Bidder/Contractor, any person signing on behalf of any Vendor/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 Vendor/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Vendor/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering 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 agreement or contract, should the City receive information that a Vendor/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, vendor or entity an opportunity to respond. If the person, vendor 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 shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Vendor/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Vendor/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 Vendor/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, depose and say that I am the \_\_\_\_\_ of \_\_\_\_\_, the vendor making this submission and that neither Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Authorized Signature

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**NON-SUBMISSION CERTIFICATE**

**Instructions**

1. Place an X on the appropriate line(s) below.
2. Complete and return ONLY this page of the package.
3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

\_\_\_\_ We are not making a submission.

\_\_\_\_ We request that you remove our name from the mailing list for this offering only.

\_\_\_\_ We request that you remove our name from the mailing list for all future offerings made by the City.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE and ZIP CODE: \_\_\_\_\_

REASON FOR NOT MAKING A SUBMISSION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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 delivered to the City of Niagara Falls, New York, 745 Main Street, Rom 242, P.O. Box 69, Niagara Falls, New York 14302-0069 and should reference the contract, bid, quote, RFP or operation being performed.

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     N/A     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 02-16-2018**



**NIAGARA FALLS WATER BOARD INSURANCE REQUIREMENTS**

**INSURANCE:** 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 A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

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 and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved 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 per occurrence and \$3,000,000 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for X C U coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority 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 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 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 each occurrence and \$3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

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).

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 Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond (where applicable):**

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 Niagara Falls Water Board in the amount of not less than one hundred (100) per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

*Revised 5/7/2007*