



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

December 1, 2022

To Whom It May Concern,

The City of Niagara Falls is soliciting proposals for a qualified consultant to complete a Property Condition Assessment ("PCA") for 520 Hyde Park Boulevard in the City of Niagara Falls. The City of Niagara Falls is the current owner of the property and is looking to assess the property in preparation for disposition and redevelopment.

520 Hyde Park Boulevard is a 4.4 acres site that was the former Niagara Falls Police Station and Courthouse. Built in 1961, the 2-story building encompasses approximately 44,800 gross square feet, with a basement encompassing approximately 19,137 square feet, covering approximately 12% of the site. Both the building and the surrounding parcel will be part of this PCA.

Interested Proposers are encouraged to download submission package documents from the Purchasing Division's website: www.niagarafallsusa.org/government/city-departments/purchasing. Upon request from the interested Proposer, the City will officially distribute printed submission package documents from the Division of Purchasing.

The approximate request for proposal (RFP) schedule (subject to change as required by the City) is as follows:

RFP issued: Thursday, December 1, 2022

Site Visit: Thursday, December 8, 2022 at 9:00AM

Questions due: Friday, December 16, 2022 by 2:00 PM

Responses to Questions issued by: Friday, December 23, 2022

Proposals due: Friday, January 13, 2023 at 12:00 PM

Review of proposals: January 16, 2023 through January 27, 2023

City Council Award (if awarded): February 2023

We look forward to reviewing your proposal and assisting you, as needed.

Sincerely,

Leeann K. Huey
Purchasing Agent

***Request for Proposals for the Property Condition Assessment
for 520 Hyde Park Boulevard in the City of Niagara Falls***



RFP No. PLN 2022-03

Proposals Due: Friday, January 13, 2023 at 12:00PM

Section 1 - Introduction and Instructions

1A. Purpose of the RFP

The City of Niagara Falls is soliciting proposals for a qualified consultant to complete a Property Condition Assessment (“PCA”) for 520 Hyde Park Boulevard in the City of Niagara Falls. The City of Niagara Falls is the current owner of the property and is looking to assess the property in preparation for disposition and redevelopment.

1B. Contact Persons

Kevin Forma
Director of Planning
745 Main Street, Room 305
Niagara Falls, New York 14301
Phone: (716) 286-4470
Email: NFNYPPlanning@niagarafallsny.gov

Leeann K. Huey
Purchasing Agent
745 Main Street, Room 214
Niagara Falls, New York 14301
Phone: (716) 286-4372
Email: leeann.huey@niagarafallsny.gov

1C. RFP Schedule

This schedule represents the City’s best estimate of the schedule that will be followed for this request for proposal (RFP). If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule (subject to change as required by the City) is as follows:

RFP issued: Thursday, December 1, 2022
Site Visit: Thursday, December 8, 2022 at 9:00AM
Questions due by: Friday, December 16, 2022 by 2:00 PM
Responses to Questions issued by: Friday, December 23, 2022
Proposals due: Friday, January 13, 2023 at 12:00 PM
Review of proposals: January 16, 2023 through January 27, 2023
City Council Award (if awarded): February 2023

1D. General Instructions

Interested Proposers are encouraged to download submission package documents from the Purchasing Division’s website: www.niagarafallsusa.org/government/city-departments/purchasing. Upon request from the interested Proposer, the City will officially distribute printed submission package documents from the Division of 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 or eligibility of the submission.

Vendor(s) must submit or deliver two (2) original paper copies, together with one copy in PDF format on a USB/thumb drive of their proposal to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall, Room 214
745 Main Street
Niagara Falls, NY 14301

Vendors will not be permitted to enter City Hall during the time in which it is closed to the public. Vendors should make every effort to deliver RFP packages via USPS, UPS, FedEx or a similar delivery service. Please note that all deliveries must still be received by the Purchasing Division no later than the scheduled time set forth on Page 1 herein. Vendors who are unable to utilize a delivery service may call 716-286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the Main Street entrance security desk inside City Hall. Calls to schedule an appointment should be made no later than 4:00 p.m. the day before the scheduled opening. The City takes no responsibility for the late arrival of RFP packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.

Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Vendors assume all risk of the method of dispatch chosen. Postmarking by the due date will not substitute for actual proposal receipt by the City. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

The total number of pages contained in this submission package should be no more than ten (10). If any pages appear to be missing, Proposers must contact the Purchasing Division.

Questions regarding this RFP must be emailed to the Department of Planning at NFNYPPlanning@niagarafallsny.gov and submitted by Friday, December 16, 2022 by 2:00 PM.

Section 2 - Scope of Work

2A. Introduction

The City of Niagara Falls is soliciting proposals for a qualified consultant to complete a **Property Condition Assessment ("PCA") for 520 Hyde Park Boulevard in the City of Niagara Falls**. ("520 HPB"). 520 HPB is a 4.4 acres site that was the former Niagara Falls Police Station and Courthouse. Built in 1961, the 2-story building encompasses approximately 44,800 gross square feet, with a basement encompassing approximately 19,137 square feet, covering approximately 12% of the site. Both the building and the surrounding parcel will be part of this PCA.

A PCA should be performed to observe and report on the physical conditions of the subject property. In accordance with ASTM E2018-15, the selected firm shall:

- Perform document review including DEC environmental site records.
- Perform a visual, walkthrough survey of the property.
- Document findings and prepare costs for recommended repairs in a written report. If the cost for building rehabilitation far exceeds the value, a cost for demolition should also be included.

In addition to meeting the requirements of ASTM E2018-15, the following additional tasks should be included in the proposed scope of work:

- Summarize future environmental management needs and responsibilities.
- Evaluate soil vapor intrusion issues identified by NYSDEC.
- Conduct an asbestos survey with remedial cost estimates for asbestos abatement.
- Perform a Phase I Environmental Site Assessment in accordance with ASTM 1527-21 to provide liability protection to the future property owner and to allow the prospective purchaser to qualify for potential funding for asbestos abatement.
- Property appraisal.

All of the above tasks should be incorporated into one comprehensive report that can be used to attract a developer to the site.

Please identify any other tasks that should be done to assist the City of Niagara Falls with disposing of the property and securing a developer for the site.

Property photographs should be incorporated into the report and provided to the City of Niagara Falls in jpeg format.

2B. Project Location – See **Exhibit A** for the Project Location Map and Property Details

2C. Performance Schedule – Proposers should anticipate no more than three (3) months for the completion of the work from the execution of a contract with the City of Niagara Falls. Proposers may propose a shorter time frame if they feel they can fully complete the work within the proposed time frame.

Section 3 - Proposal Format and Content

3A. Technical Plan

Each proposal shall include a narrative description of proposer's approach to completion of the tasks, identified in Section 2 of this RFP. The narrative shall include the proposer's plan for project management, reporting, and mobilization (if appropriate). Proposals shall also outline any equipment and crew resources available to fulfill the proposal requirements and demonstrate ability to complete the Scope of Work, as identified in Section 2 of this RFP, in a timely and safe manner.

3B. Experience

Proposers should provide a detailed description of the firm's experience related to the completion of the tasks outlined in Section 2 of this RFP. In particular, proposers should identify experience conducting PCAs with, particularly any work within the City of Niagara Falls, Niagara County, or the region. Proposers should provide a minimum of two (2) references who can attest to the firm's experience as it relates to the tasks identified in Section 2 of this RFP, provide additional supporting documentation showing the work performed for each reference, and contact information for each reference. References should be for work completed within the past five (5) years.

3C. Project Team

Proposers must provide a project organization chart that identifies the project manager and key project team members and the tasks each member will be performing. Proposers should include work being performed by all sub-consultants and subcontractors, if appropriate. Proposers must include resumes for each of the key individuals that will work directly on the project. Proposers should also identify the physical location for each of the key individuals and sub consultants.

3D. Budget

Proposers must provide a proposed budget that includes a breakdown of the costs per task, including any additional tasks identified. The project's estimated budget must provide the total number of anticipated hours for each team member by task or sub-task, as appropriate. All payments, periodic and final, will be based upon the review and acceptance of deliverables, completions of tasks, and any reports deemed necessary to assess the completion of the work or task. Proposers should base all fees on a "not-to-exceed" lump sum basis enumerated on a detailed cost per task or sub-task.

3E. Performance Bond

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 set forth on the vendor's proposal. 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.

3F. Payment

The successful vendor shall receive payment when the work is deemed complete by the City's project manager. To receive payment, the vendor must submit an invoice to the City, in a format agreed upon by the project manager, which provides as much detail as necessary to meet the City's obligations under any contracts related to the Scope of Work as identified in Section 2 of this RFP.

The City may withhold payments hereunder for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

3G. Changes, Additions, Deductions, and Additional Work

Upon proper action by the City, the City may authorize changes, additions, or deductions from the Scope of Work. All authorizations will be provided to the vendor through written notice by the City. No changes to the Scope of Work shall be performed or any obligation incurred except upon written order by the City. Any changes resulting in an increase or decrease in the vendor's cost of, or the time required for, the performance of any part of the Scope of Work under this contract, shall be made in the form of an equitable adjustment and modification to the contract in writing by the City.

3H. Termination of Contract

The City may, upon written notice to the vendor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the vendor shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

This contract shall be terminated for cause if the vendor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

3I. Independent Contractor Status

The parties agree that the vendor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the vendor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the vendor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

3J. Indemnification and Insurance Requirements

To the fullest extent permitted by New York law, the vendor, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the vendor's performance of the agreement or any other agreements of the vendor, entered into by reason thereof. The vendor shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the vendor, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements.

The vendor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with the requirements, set forth in Exhibit B hereto.

Section 4 - Contract Award

4A. Contract Award

It is the City's intent to enter into a contract(s) with a vendor(s) with the lowest total cost who best demonstrates the ability and expertise to complete the requirements of this RFP. The evaluation criteria used for this RFP is as follows:

1	The proposer's experience in performing work and completing the tasks identified in Section 2 of this RFP; and;	40
2	The clarity and comprehensiveness of the proposed approach to the entire project; and;	20
3	The proposed budget; and;	20
4	The timeline for the completion of the Scope of Work as defined in Section 2 of this RFP.	20

The City may award the work, in whole or in part, to vendor(s) to perform the work described herein. The City reserves the right to reject any and all bids, waive technicalities, and make the award(s) as deemed in the best interest of the City.

Vendor agrees to work diligently to complete this contract by the earliest possible date. The City desires the project be completed by the date set forth in the successful proposal, unless the City initiates additions or deletions by written change orders, or in its sole discretion extends the completion date, or the contract is terminated as provided herein.

Section 5 - Standard Proposal Information

5A. Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign the proposal.

5B. City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5C. Proposal/Bid Bond

No bid bond is required for this RFP.

5D. Certifications Required

Vendors shall complete and return the “Vendor’s Certification & Assignment of Claim”, the “Affidavit of Non-Collusive Submission Certification” and the “Certification of Compliance with the Iran Divestment Act” attached hereto as Exhibit C. Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

5E. No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the vendor from this procurement.

5F. Site Visit

A site visit can be arranged with the building foreman on Thursday, December 8, 2022 at 9:00AM. Any vendor wishing to visit the site prior to submitting a proposal must make an appointment by contacting the Department of Planning at NFNYPPlanning@niagarafallsny.gov or 716-286-4470. Vendors entering the site do so at their own risk and assume any and all liability for any damages or injuries suffered as a result of their presence at the site. Proposers are strongly encouraged to visit the site prior to submitting a proposal.

5G. Special Conditions

The City reserves the right to reject any and all proposals, to waive informalities, and to select the proposal and vendor(s) that, in the City’s sole discretion, are in the best interests of the city of Niagara Falls, New York.

The City further reserves the right to:

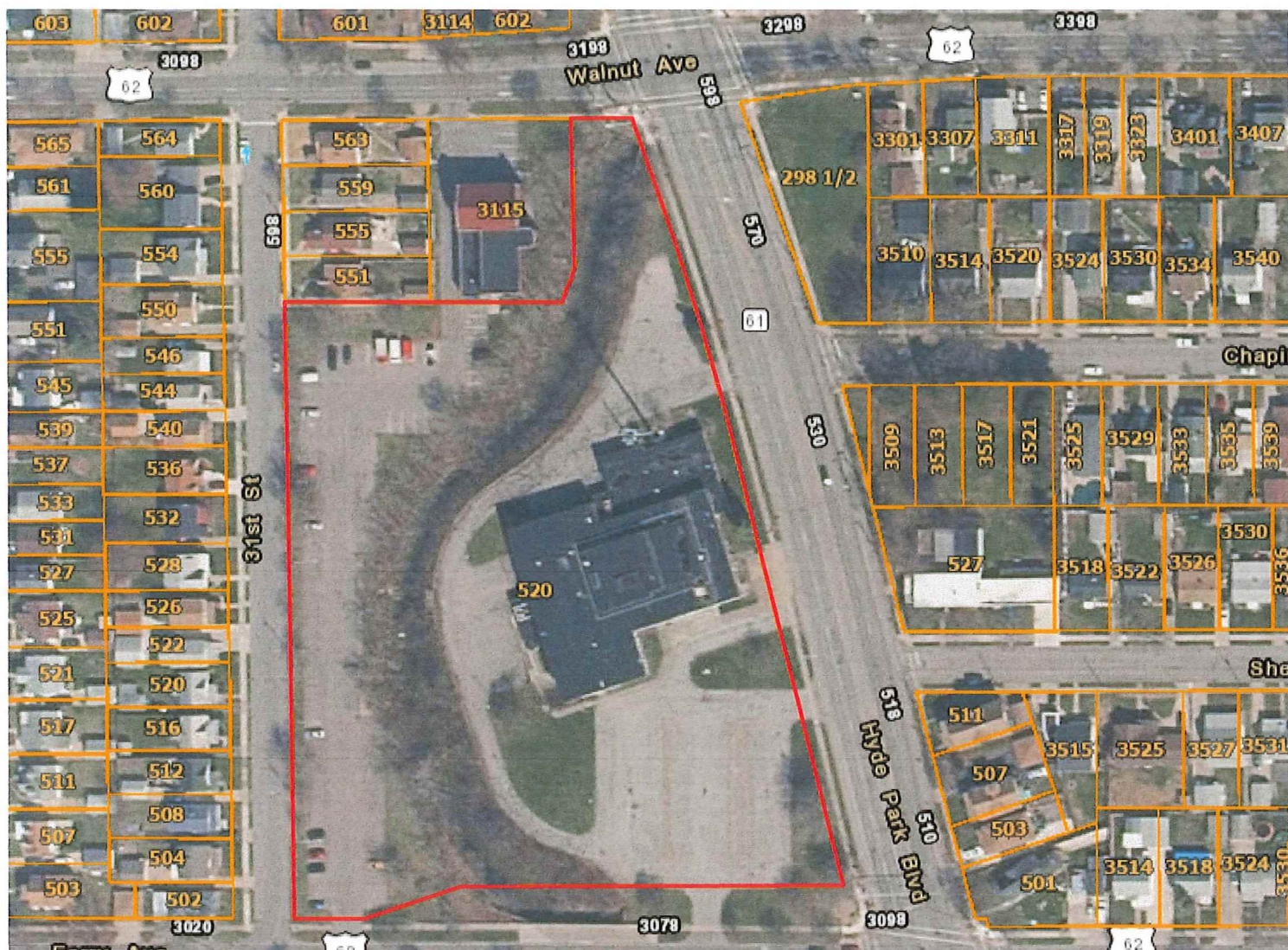
1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

EXHIBIT

A

Project Location Map and Property Details



Report run date: November 10, 2022

Parcel Report

Information reflects Final Assessment Roll 2022

SBL: 159.27-2-31

Owner: City Of Niagara

Prcl Numb: 520

Prcl Street: Hyde Park Blvd

Prcl Muni: Niagara Falls

Prop Code: 662

Prop Code Description: Police and fire protection, electrical signal

Front: 0

Sqft Living Area: 0

Total Assessed Value: 1,540,700

Depth: 0

Year Built: 0

Land Assessed Value: 383,300

Acres (approx): 4.75

Full Market Value: 2,485,000

Structure

Building 1	
Number of Identical Buildings	
Actual Year Built	1961
Effective Year Built	
Construction Quality	2.0
Condition	3 - Normal
Building Perimeter	1813
Gross Floor Area	44800
Number of Stories	2.0
Story Height	11
Air Conditioning %	33%
Sprinkler %	0%
Number of Elevators	1
Basement Perimeter	608
Basement Sq. Ft	19137



2023 Assessment Information

Land Assessed Value	\$383,300
Total Assessed Value*	\$1,540,700
Equalization Rate	62.00%
Full Market Value	\$2,485,000
Partial Construction	No
County Taxable	\$0
Municipal Taxable	\$0
School Taxable	\$0

Property Description

Property Type	662 - Police/fire
Neighborhood Code	5
SWIS	291100
Water Supply	3 - Comm/public
Utilities	4 - Gas & elec
Zoning	R3-C Multi Unit HD

Last Property Sale

No Sales Data Found

Owner Information

Owner Name	Address 1	Address 2	PO Box	City	State	Zip	Unit Name	Unit Number
City Of Niagara Falls NY	745 Main St	Municipal Use		Niagara Falls	NY	14302		

Sales

Deed Date	Deed Book	Deed Page	Contract Date	Sale Date	Last Physical Inspection Date	Sale Price	Net Sale Price	Usable for Valuation	Arms Length	Prior Owner
No data available in table										

Exemptions

Code Description	Amount	Exemption %	Start Year	End Year
13350 - CITY	\$1,540,700.00		1981	

Land

Site #	Land Type	Acres	Front	Depth	Sq Ft	Soil Rating
1	01 - Primary	3.00			130680	
1	02 - Secondary	1.40			60984	

Commercial Site Uses

Site #	Commercial Use	Total Units	Total Rentable Area (sqft.)
1	Z34 - Benev assoc	0	1836
1	Z38 - Police sta	0	59461
1	F09 - Light mfg	0	2640

1	LP4 - Pavng-asphlt		78425.00 x 6.00	1.00	3 - Normal	1968
1	TK4 - Tank-undgrn	1000.00		1.00	3 - Normal	1961

Special Districts

Code Description	Type	Primary Units	Secondary Units	Amount
RD291 - County refuse	A	0.00	0.00	\$0.00

EXHIBIT

B

Supporting Certification and Insurance Requirements

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, Room 214, 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