

Request for Proposals

CENTENNIAL PARK MARKET ANALYSIS AND FEASIBILITY STUDY



RFP No: **PLN 2023-02**

Proposals Due: *October 2, 2023, at 2 p.m.*

Department of Planning & Environmental Services
Niagara Falls City Hall
745 Main Street
Niagara Falls, NY, 14301

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Section 1 – Introduction and Instructions

A. Purpose

The City of Niagara Falls (the “City”) is seeking qualified firms (“Proposers”) to provide consulting services in connection with performing a market analysis and feasibility study based on the conceptual design for Centennial Park (herein after the “Project”).

B. Contact Person(s), Address(s), and Contact Information

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Director of Planning
745 Main Street, Room 306
Niagara Falls, NY, 14301
Phone (716) 286-4470
Email: nfny.planning@niagarafallsny.gov

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

C. RFP Schedule

This schedule represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, the schedule will be shifted accordingly. The City reserves the right to change the schedule at any time and for any reason.

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

| | |
|---|----------------------------|
| RFP Issued: | August 7, 2023 |
| Written Clarification Questions Deadline: | August 28, 2023, at 4p.m. |
| City’s Response to Written Clarification Questions: | September 8, 2023 |
| Proposal Due Date: | October 2, 2023, at 2 p.m. |
| City Council Meeting for Possible Award: | October 18, 2023 |

D. General Instructions

Upon request, the City will officially distribute submission package documents from the Division of Purchasing. Proposers are encouraged to obtain submission package documents from the Purchasing Division’s website, <https://niagarafallsusa.org/government/city-departments/purchasing/>.

Documents may also be obtained via the Planning Department’s FTP site by copying and pasting the link below in your browser:

<https://www.dropbox.com/scl/fo/y51o6q2pe5aqvofmffixr/h?rlkey=pkaj827r0i7fj9ovy4eiiag5i&dl=0>

Copies from any other source are not considered official copies. Only Proposers who obtain documents from the official 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 through the official sources indicated above.

The envelope or packing container containing the submission must bear the Proposer's name and address, be sealed, and must be clearly marked in the **LOWER LEFT CORNER** with the submission number **RFP # PLN2023-02**. Submissions, which are received in a packing envelope or container should also bear the submission number on a conspicuous place. Failure to do this may necessitate the premature opening of the submission, which may compromise its confidentiality.

Proposers(s) must submit or deliver four (4) original copies, one with original signatures and one (1) copy in PDF format on a USB/thumb drive of the proposal to:

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

Proposers will not be permitted to enter City Hall during the time in which it is closed to the public. Proposers may arrange to have RFP packages delivered via USPS, UPS, FedEx, or a similar delivery service. Please note that the Purchasing Division must still receive those deliveries no later than the scheduled time set forth on **Page 3** herein. Proposers assume the risk of the method of dispatch chosen.

Proposers who are unable or do not elect 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 2:00 p.m. the day before the scheduled Proposal Due Date. 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. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer'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 package should be 27 pages. If any pages are missing, please contact the Purchasing Division.

Section 2 – Background

A. Background

The City of Niagara Falls (herein the “City”) sits on the bank of the Niagara River and is home to the world-famous Niagara Falls and an extensive array of parks along the banks of the Niagara River. The City is modest in size and is home to approximately 48,000 people. Over eight (8) million people live within the greater region which includes the cities of Buffalo, NY, Rochester NY, and Toronto ON. In addition, Niagara Falls and the associated state parks pull in on average nine (9) million visitors per year during the spring, summer, and fall seasons.

Despite a high volume of visitors during the peak tourism season, Niagara Falls experiences a lack of “off season” visitation demand generators, which has an adverse effect on commercial activity and employment particularly within the hospitality sector. The City of Niagara Falls is seeking solutions to increase year-round commerce and job opportunities.

The City has created a conceptual plan for a multi-use events campus, commonly known as Centennial Park. As currently envisioned, the park includes a 6,000 to 7,000 seat indoor arena for sporting and entertainment events, an outdoor amphitheater, a water feature, sport pad, and ice-skating rink, multilevel surface parking deck, and a wall climbing adventure course. Renderings and other project information can be found in **Exhibit “A”** of this RFP. The site is mainly grass and vegetation and is not known to contain any hazardous materials or substances. A traffic study was completed in November 2022 and is available as a separate download on the Planning Department’s Dropbox, see link in Section 1(D) of this RFP. A printed version of the traffic study is available upon request and for a fee for printing services.

The Project’s goal is to create a multifaceted year-round event campus that will extend the tourist season in Niagara Falls, take advantage of seasonal winter activities in the area, and to build a location for a multitude of events including but not limited to sporting events, concerts, indoor/outdoor gatherings and youth-centered activities. The Project is intended to build on recent improvements within the downtown core by the City, NYS Empire State Development Corporation, and NYS Parks service.

B. Project Objective

The City of Niagara Falls is seeking to enter into a contract with an experienced firm (the “Consultant”) to provide consultant services and assist the City with a thorough and well-developed analysis which will assist the City in deciding if and where to build a project of this nature. Proposers should utilize their expertise with similar projects in fulfilling this task. It is the sincere desire of the City to promote activity that will expand opportunities for economic growth and provide additional recreational activities to the local community, as well as attract regional tourism by providing a unique experience.

Section 3 – Scope of Work

A. Services

The City requires a Consultant(s) with expertise in areas related to tasks identified in Section 2 of this RFP, broadly incorporating experience in the fields of planning, urban design, architectural design, grant writing, financial planning, operational planning, and marketing/public engagement.

Task 1 Needs Assessment: using the concept plan, proposers should identify potential programs for a project of this nature the site including but not limited to athletic programs, winter activities, learning spaces, and event spaces and their economic impact on the community.

Task 2 Site Analysis: Provide an in-depth analysis of the utility and other infrastructure needs of an event campus of this nature and look at the proposed site as well as other potential alternative sites for a similar facility.

Prepare a detailed report outlining a preferred site location, which shall include a summary of the rationale used to assess the site and findings as to why the preferred location was selected.

Analysis should include, but may not be limited to, costs associated with utility and other infrastructure needs, access to transit and transportation, economic impact on the immediate surrounding community, social and justice impacts, and any other information that may be necessary to support the findings of the analysis.

Task 3 Market Analysis: including potential use of the facility by external groups and individuals, benchmark comparable facilities, and assessment of the competition within the market.

Estimate the approximate number of events per year for a Niagara Falls, NY multi use events campus by event type (e.g., events, trade shows or exhibitions, business meetings, banquets/social events, concerts, sporting events, etc.).

Project the probable annual attendance figures for the events center by event type and indicate marketing and operational approaches for maximizing attendance and facility usage. Profile trends in population growth, audience development and compare competition of regional arts venues. Provide historical and expected future trends for each conceptual use.

Provide comments as to the adequacy or shortage of nearby complementary facilities, such as parking and hotel space. If existing facilities are deemed inadequate, present

recommendations for attracting or constructing necessary support facilities to adequately support the effective operation of the events campus.

Provide a summary of other facilities in the market, including their capacity, their utilization rate, and general information about their operating budget.

Provide a summary of the potential impact the Project might have on other local facilities. It will be vital to understand if success for a new events campus would come at the expense of nearby facilities, or whether the facility could be designed in such a way as to complement other local facilities and grow the overall events market.

Task 4 Financial Analysis: For the preferred site including preliminary capital budget development and identification of all facility funding options, preliminary operating budget, and all potential revenue streams to support the facility.

Identify and provide a cost analysis for upgrades needed to construct the event center including a review and summary of existing infrastructure capabilities to serve the facility, transportation networks and flow of traffic into and out of site, adjacent supporting facilities, and potential for development resulting from the event center. The City understands any such estimate is very preliminary in nature and based on general data therefore, a basic estimate will suffice for the purposes of this analysis.

Analyze development costs for an events campus. Review recommended facility components, review construction cost data for current materials, and make projections for the total development costs for the facility, including land acquisition costs and land size requirements, if any.

Analyze feasibility of land currently held by City vs. other locations ii. Infrastructure and land preparation costs, iii. Hard construction costs, iv. Parking and traffic, v. Furniture, fixture and equipment costs, vi. Storage needs and cost, vii. Soft cost.

Provide a site analysis and preliminary development cost estimate for each site considered: Identify potential site opportunities and develop constraint analysis – based on the identified conceptual utilization, storage and parking needs and the benefits and challenges of the Project site.

Project annual (each year over 10 years) ongoing revenue sources for each year over a 10-year period, that may be available to pay for the initial capital cost of the Events center and thereafter in the form of public-private partnerships.

Based upon the market validation analysis, separately project initial, one-time revenue sources that are available for the initial capital cost of a new Events center. Private – Public partnerships should also be considered and identified if appropriate.

Based upon the market analysis, proposers should include a projection for annual facility related operating revenues annually over a 10-year period.

Based upon the market analysis, proposers should include a projection of on-going operating expenditures for the project annually over a 10-year period.

Prepare a net operating income statement by year over a 10-year period that incorporates the operating revenues and expenditures to arrive at a projected surplus or loss.

Provide a financial analysis that summarizes key demand generator trends and overall growth prospects for the market. Provide realistic assessment of the area's strengths, weaknesses, opportunities, and threats to support a new events campus.

Identify potential revenue generation or other positive economic impacts of a events campus.

Task 5 Presentation of Findings: Firms should be prepared to present and defend their findings to the Mayor, other city officials, and stakeholders prior to the conclusion of the study.

This may include in-person and virtual meetings with both elected officials and the general public.

Proposers should identify the number of meetings included in their proposal. At a minimum proposers should anticipate separate meetings with the Mayor and City Council.

Proposers should identify any additional tasks, that in their opinion should be included to realize the goals and objectives of this RFP. Proposers should clearly identify any additional tasks in their proposal and include a separate line item for those tasks in their proposals.

The selected consultant will work closely with the City, all relevant City agencies, and the Administration throughout all phases of the Project. The Project is intended to utilize and build upon the goals and policies of The City of Niagara Falls Comprehensive Plan (2009) and other plans that may be identified during the initial phases of the Project.

Section 4 – Proposal Format and Content

A. Technical Plan

Each proposal shall include a narrative description of the Proposer's approach to each of the required tasks, including the development of resource material, document management, reporting requirements, project management approach, and key staff involved. Proposals shall also outline staffing and other resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in an efficient and equitable manner.

B. Experience and Team Members

Proposers must provide specific description of your firm's experience with similar work of this nature and specifically identify experience in project management, grant fund administration, public engagement, architectural design, program management or other fields related directly to the tasks identified in this RFP. Proposers should also identify if any work or experience was gained with the City of Niagara Falls, New York State, or other municipal body. Proposers should provide references or other supporting documents which can substantiate and reinforce their experience. References should include the name, phone number and email of a contact person who can directly attest to the work performed.

Proposers should provide a project organization chart that identifies the key project team members, project manager, and other project team members. Where applicable Proposers should identify all sub-consultants and subcontractors and including resumes of all individuals that will work directly on the Project.

C. Budget

Proposers must include a proposed budget that identifies a breakdown of all the anticipated costs by task, including any additional tasks that the Proposer may have identified according to Section 3 of this RFP. The budget must provide the number of hours each team member is anticipated to dedicate to each task or sub-task. All payments, periodic and final, will be paid to the Consultant after the City has reviewed and accepted the work associated with the Project. All consultants responding to this RFP should consider all fees to be on a "not-to-exceed" lump sum account basis enumerated on a detailed cost per component area.

Please note that the total cost available for this contract will be fixed based upon available funding.

D. Payment

The successful Proposer shall receive payment on a monthly basis until the work is completed. To receive payment, the Proposer shall submit an invoice to the City, which describes in detail the team member, task number and total number of hours worked. Reimbursement for travel

or other items must be itemized and is subject to City policy, attached as **Exhibit “B”**.

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.

E. Changes, Additions, Deductions, and Additional Work

Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the Proposer. No extra work shall be done, or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the Proposer’s cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

F. Termination of Contract

The City may, by written notice to the Proposer, 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 Proposer 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 Proposer 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.

G. Independent Contractor Status

The parties agree that the Proposer 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 Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Proposer is inclusive of any use, excise, income, or any other tax arising out of this agreement.

H. Indemnification and Insurance Requirements

To the fullest extent permitted by New York law, the Proposer, 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 Proposer's performance of the agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer 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 Proposer, 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 Proposer 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 "C"** hereto.

Section 5 – Contract Award

A. Contract Award

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

| | | |
|---|---|-----|
| 1 | The Proposer's approach, clarity, and comprehensiveness to each task of the entire Project, that will best accomplish the overall Project goals. and; | 30% |
| 2 | Expressed understanding of the intended outcomes of the Project. and; | 25% |
| 3 | Experience, professional qualifications, and evidence of key team members, subcontractors, with weight given to experience on similar projects. and; | 25% |
| 4 | Proposed schedule for Project completion. and; | 10% |
| 5 | Budget. | 10% |

The City may award the work, in whole or in part, to a Consultant(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.

The Consultant 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 6 – Standard Proposal Information

A. Authorized Signature

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

B. City Not Responsible for Preparation Costs

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

C. Proposal/Bid Bond

No bid bond is required for this RFP.

D. Certifications Required

Proposers 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 “D”**.

Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

E. 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 Proposer from this procurement.

Exhibit A Project Area

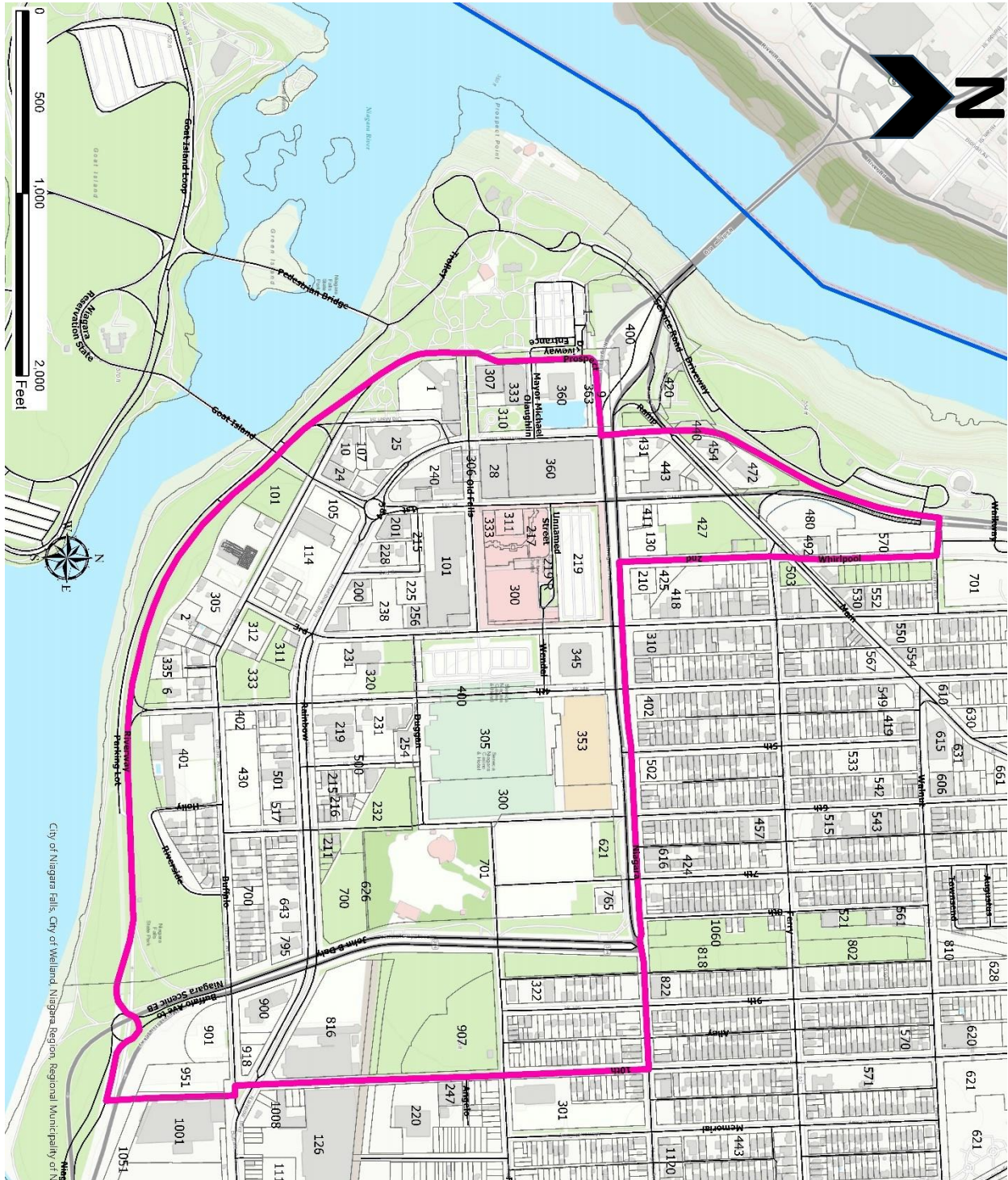


Exhibit B

Travel Reimbursement Policy

Purpose

To define the City's policy for reimbursement of expenses while traveling on or otherwise performing work related to this Agreement.

Policy

The City shall reimburse consultants for necessary and reasonable out-of-pocket expenses incurred while traveling on authorized assignments or while engaged in authorized business. The nature and amount of expenses may vary according to the objectives of the consultant's assignments. It is expected that consultants will take full advantage of all commercial discounts wherever possible. Travel expenses are paid for with public funds and consultants should exercise due care while incurring travel expenses. All expense requests must be in writing and included as a separate line item on the consultant's invoice.

Procedure

1. Overnight Travel Expenses must show a breakdown of all expenses that are part of the reimbursement request. All requests should be submitted to the City's project manager or authorized representative within 30 days of the time the expenses are actually incurred. All valid receipts for travel expenses must be attached to the request for the consultant to receive reimbursement.
2. The City policy for reimbursable travel expenditures covers travel and ordinary living expenses incurred while the consultant is travelling for work directly related to this Agreement.
3. Only those expenses directly connected with the work related to this Agreement will be reimbursed. Bills and invoices submitted with the consultant's invoice should be itemized and state clearly the specific details, including the purpose of the travel or expense. Travel or expenses not directly this Agreement will not be reimbursed.
4. The City will not reimburse for any alcoholic beverages, in-room movies, concerts, shows, sporting events, or any other personal expenses.

The following categories cover the most common reimbursable expenditures. The list is not intended, however, to be all-inclusive.

- Room

Lodging expenses when traveling for work related to this Agreement, which requires the use of a hotel room, care should be taken to keep the cost of the hotel room at a

reasonable amount. Inquiry at the time of registration will often disclose the possibility of a savings, which should be utilized whenever possible.

Charges included on the hotel statement that are not room charges should be classified separately on the expense report form under the proper heading. Restaurant meals and telephone charges, for example, should be broken down and shown in detail on the consultant's invoice with receipts attached.

- Meals

Consultant meals are reimbursable when consultants are attending overnight business for work related to this Agreement. Gratuities paid on meals (no more than 15%) should be included in the amounts reported as expenses for meals. The City of Niagara Falls, NY maximum amount reimbursed for meals is \$40.00 per day. The City will not reimburse for meal allowances for day trips. It is the responsibility of the consultant to provide their own meal in these circumstances. The City will not reimburse for any alcoholic beverages on any meal receipt.

Transportation Expenses

- Reimbursement includes the cost of air, rail, automobile rental, and personal automobile use for expenses incurred while traveling. Whenever possible economy or coach accommodations should be made.
- First-class Transportation

The City will not reimburse for first class travel.

- Expenses for Air or Rail

Out-of-pocket expenses paid to purchase air or rail tickets must be listed on the consultant's invoice and the following rules must be applied:

- Wherever possible, round-trip tickets should be purchased in order to reserve accommodations on the anticipated date of return.
- Consultants are encouraged, whenever possible, to schedule travel during non-office or nonpeak hours.
- When traveling by air, some consultants may decide to purchase life insurance policies. If a consultant chooses to provide themselves with this amenity at an additional cost, it is understood that this will be considered a personal expense will not reimbursable under the City's travel policy.
- When traveling by air or rail and a consultant requires extra leg room, the City's project manager or representative must pre-approve the additional cost if they feel

it is necessary for the consultant. If the consultant purchases the extra leg room seats without pre-approval and it is not deemed necessary, it is understood that this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.

- The City will not reimburse the consultant for any flight changes not caused by weather or the fault of the airlines. It is understood if the consultant chooses to change their travel time and an additional cost is incurred, this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.
- When traveling by air, if the airline has a charge for luggage, the City will reimburse the consultant the minimum cost the airline charges for transporting one (1) piece of luggage. The City will not reimburse the consultant for more than one (1) piece of luggage, nor will the City reimburse the consultant for any additional expense incurred above the airlines minimum cost. It is understood if the consultant chooses to bring additional luggage or any recreational equipment that exceeds the cost of one bag, this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.
- Automobile Rental

Automobile rentals are to be used only when it is the most economical and practical form of transportation. Compact cars should be rented when available. Receipts are required for reimbursement and must be included with the consultant's invoice.

- Tolls and Parking Fees

Reimbursement, which includes bridge and highway tolls, paid while travelling for work related to this Agreement. The cost of parking personal cars, if used during work related to this Agreement, is reimbursable. Toll and parking receipts are required for reimbursement and must be included with the consultant's invoice.

- Taxis, buses, For-Hire Vehicles

When traveling between destinations related to the work under this Agreement, consultants must first utilize any free or low-cost courtesy vehicles. e.g., hotel/motel shuttle. If there are no free or low-cost options available, taxi cabs, buses, or for-hire vehicles, may be used. Receipts from all taxis, buses, and for-hire vehicles are required for reimbursement and must be included with the consultant's invoice.

- Personal Vehicular Mileage

The consultant may use their personal vehicle for travel related to this Agreement and shall be reimbursed for that day at the current rate established by the Internal Revenue Service. Reimbursable mileage does not include a consultant's normal

commute between home and work and work and home. Reimbursement requests should include the total mileage travelled, date, the purpose of the trip, and a map (from google, map quest, or similar site) verifying the mileage travelled. Reimbursement requests must be submitted with the consultant's invoice.

Gratuities

Check-in fees and tips are covered when in keeping with local custom and reasonable. A receipt of all gratuities must be included with the consultant's invoice.

Miscellaneous expenses

If circumstances make it necessary to include any additional miscellaneous charges, proper descriptions and detailed explanations must be provided. Receipts must be included where applicable. All documentation must be submitted with the consultant's invoice.

Failing to Adhere to Policy and Proper Procedures

- Denial of reimbursements may occur to consultants who do not submit required and appropriate documentation of expenses incurred, sufficient to enable the proper audit of the claim for reimbursement.
- Denial of reimbursement may occur for expenses that are not considered actual and necessary and incurred in connection with the work related to this

Exhibit C

Insurance Requirements

INSTRUCTIONS FOR CITY

STANDARD INSURANCE REQUIREMENTS

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 before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the City of Niagara Falls, NY, P.O. Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Corporation Counsel 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 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.)

If the work to be performed is undertaken pursuant to a home improvement contract and a City of Niagara Falls 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 limit of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

CITY 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 CITY 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: (for construction contracts with a cost exceeding \$100,000.00). With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be City of Niagara Falls, NY.

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 Worker's Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon CITY property shall carry the above insurance, in compliance with the Worker's 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 CITY in the amount of not less than one hundred (100) per centum of the total amount of the accepted proposal 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 (Rev. 10/21)

Exhibit D
Assignment of Claim, Non-Collusion, and Iran Divestment Act Forms

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, Proposer, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other Proposer, 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 Proposer, 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 Proposer, 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 Proposer, firm or person, or offered, promised or paid cash or anything of value to any Proposer, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any Proposer, 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 Proposer, firm or person, and has not been promised or paid cash or anything of value by any Proposer, 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**

[SIGNATURE ON FOLLOWING PAGE]

PROPOSER 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 Proposer/Bidder/Contractor, any person signing on behalf of any Proposer/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 Proposer/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/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 Proposer/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, Proposer, or entity an opportunity to respond. If the person, Proposer, 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 Proposer/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Proposer/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 Proposer/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 Proposer making this submission and that neither Proposer/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature

Sworn to before me this _____ day
of _____, 20_____

Notary Public