

# CITY OF NIAGARA FALLS, NEW YORK

## REQUEST FOR BIDS BID #05-12

Bids on items as specified herein will be accepted at City Hall until 11:00 A.M., and opened at 11:00 A.M. on March 20, 2012.

Bidders must state when delivery can be made.

All bids are subject to delivery as stated herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution, otherwise it will be assumed that the bid is based on the grade or brand specified.

The City reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

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

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

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

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

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

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

### **BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

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

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

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

(see reverse side for additional information)

**COMPANY NAME:**

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**ADDRESS:**

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<b>TOTAL NET PRICE</b>	<b>DELIVERY PROMISED</b>
<b>CONTACT PERSON FOR QUESTIONS REGARDING BID</b>	<b>TELEPHONE NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>TITLE</b>	

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

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

**BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE**

DATE: 3/01/12			BID #05-12	PAGE 3 OF 4	
ITEM NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
			Sealed bid proposals will be received by the City Purchasing Agent in his office at City Hall for furnishing of proper equipment and experienced manpower to clear cut and/or mow all vegetation (weeds, brush, etc.) on privately and City owned lots in the City of Niagara Falls, per the attached specifications.		
			The number of man-hours and acreage listed below are only estimates of the number of lots that will be cleared this year. They are meant to be a guide to bidders and as a method to evaluate bids. The overall low bidder will be determined by multiplying the estimated number of man-hours and acreage by the unit prices bid.		
1.	3,200	man/hr	For properties less than one acre.		
2.	150	acres	Price per acre for properties one acre or larger.		
			The City shall always pay for at least one man/hour if the time spent clearing the lot amounts to less than one hour.		
			Billing must be received within 30 days after any work has been completed. No invoices will be honored after that time. Invoices must state the locations and dates work was performed.		
			The successful bidder must submit a performance bond in form and substance with sureties approved by the City Corporation Counsel in the amount of \$20,000.00.		



## **CITY OF NIAGARA FALLS** **SPECIFICATIONS**

### **PAGE 1 OF 1**

1. The work to be done under this contract shall include cleaning the designated sites of all garbage <sup>1</sup>, trash/rubbish/debris <sup>2</sup>, paper and other bulk refuse, loading it onto trucks and hauling it to the Corporation Yard at 1785 New Road. Weeds and vegetation are to be cut to a maximum height of six (6) inches. All sidewalks and streets adjacent to the lots or margins cleared are to be cleaned of grass clippings.
2. The bid prices are to be on a price per man-hour and per acre as indicated on the bid sheet.
3. Work is to be performed on weekdays during daylight hours (not before 7:00 A.M.).
4. Any lot not cleared and cut to the City's satisfaction must be redone by the contractor at no additional charge to the City.
5. The Contractor shall have a fax machine available for the City to send information.
6. Many of the lots to be cleared and cut are former building sites. Due to demolition of the buildings the surface areas may be uneven due to basements being filled in with building rubble.
7. The following equipment is what is typically needed to perform work under this contract: brush hogs, flail mowers, chippers, payloaders, chainsaws and dump trucks plus other designated tools necessary for proper cleanup. Normally 4-5 workers are needed during peak periods.

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<sup>1</sup> Garbage shall mean all organic wastes ie. foodstuffs (and their containerage, including newsprint).

<sup>2</sup> Trash/rubbish/debris shall mean any material that is not garbage, including fallen tree limbs, bagged fallen leaves, brush or brush trimmings, carpeting, ashes, small appliances, mattresses, box springs, couches and sofas, white goods (appliances), motor vehicle parts, construction/remodeling waste, concrete, furnaces, empty oil tanks/drums, and tires.

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**INSTRUCTIONS FOR**  
**CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

Construction and Maintenance  
Purchase of, or lease of merchandise or equipment  
Professional Services  
Property Leased to others or Use of Facilities or grounds  
Concessionaire Services  
Livery Services  
All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

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

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

**A. Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than \_\_\_\_\_ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.**