

INVITATION FOR BID

Notice to Bidders

LAWN CARE SERVICES

**For Services at:
2055 Niagara Falls Boulevard
Niagara Falls, NY 14304**

**BIDS DUE: March 28, 2024
2:00 p.m.**

**NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
C/O Niagara County Industrial Development Agency
6311 Inducon Corporate Drive, Suite 1
Sanborn, NY 14132
Julie Lamoreaux
Administrative & Human Resource Officer
(716) 278-8760**

INVITATION FOR BIDS

Niagara Industrial Incubator Associates, whose offices are located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132, hereby invites the submission of sealed bids for Lawn Care Services of the grounds located at 2055 Niagara Falls Boulevard, Niagara Falls, NY 14304.

Specifications and bid forms may be obtained by contacting Julie Lamoreaux, Administrative & Human Resource Officer, at the aforementioned address, between the hours of 8:00 AM and 3:30 PM, Monday through Friday.

All bids will be publicly opened and read in the Board Room of said offices on Thursday, March 28, 2024 at 2:00 p.m.

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LAWN CARE SERVICES

INSTRUCTIONS TO BIDDERS

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES (“NIIA”) is soliciting sealed bids from qualified contractors for Lawn Care Services for its building located at 2055 Niagara Falls Boulevard, Niagara Falls, NY 14304. Bids are to be opened and read publicly at the offices of NIIA, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 on Thursday, March 28, 2024 at 2:00 p.m.

All bids must be submitted in a sealed envelope clearly marked as to the contents therein, bearing on the outside the name and address of the vendor. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified and is to be sent to the attention of Julie Lamoreaux, Administrative & Human Resource Officer.

In case of inability to make delivery on account of strikes, governmental priorities or rules and regulations, the bidder, upon written notification to NIIA, may extend such delivery date.

All bids must be accompanied by a non-collusion statement in order to be considered.

NIIA reserves the right to reject any or all bids and to waive informalities with respect thereto.

Bidders shall read thoroughly and understand the specifications, bid conditions and contract contained herein.

No fax or verbal bids will be accepted. Contractors are responsible for the timely delivery of bid packages to NIIA.

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
LAWN CARE SERVICES

INSTRUCTIONS TO BIDDERS

1. **CHANGES AND EXTRAS** – The NIIA may at any time by a written order make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both contractor and NIIA. Likewise, any claim for extra charges by the contractor must be agreed upon in writing by the NIIA prior to beginning such work.
2. **SALES TAX** - NIIA is exempt from paying any State and Local sales tax. Vendors shall not include any such taxes in their bids. Exemption certificates will be furnished upon request.
3. **SITE VISITS** – Bidders are encouraged to visit and inspect the site prior to submitting their bid.
4. **SAFETY** – The successful bidder shall protect the tenants and general public while performing any lawn care services.
5. **PREVAILING RATE OF WAGES** – The successful bidder will be required to pay each laborer, workman or mechanic employed by the contractor or subcontractor not less than the New York State Department of Labor prevailing rate of wages.
6. **CONTRACTOR’S RESPONSIBILITY** - These specifications shall not be construed as placing the work under the specific direction or control of NIIA or relieving the contractor from liability as an independent contractor and, as such, the contractor shall be solely responsible for the method, manner and means by which the work shall be performed, including, but not limited to supervision and control of their employed personnel and scheduling of the work required to insure proper and timely performance and shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work required.

7. **PROSECUTION OF WORK** – The contractor shall give personal attention to the work while in progress and shall provide a competent reliable employee at all times. Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to Julie Lamoreaux, Property Associate. If the contractor fails to begin the work within the time specified, or fails to perform the work with adequacy or performs the work unsuitable or does not carry the work in an acceptable manner, the NIIA shall give notice in writing to the contractor of such and the NIIA shall have full power and authority without violating contract to terminate the agreement.
8. **PAYMENT** – The contractor shall furnish to the NIIA a complete itemized bill. The NIIA will make payment within thirty (30) days after the completion of the work.
9. **WORKING CONDITION** – The contractor shall not leave equipment on site without approval of the NIIA. The contractor shall be responsible for any damages to the NIIA property. The contractor shall secure the work site against possible injury or harm to others.
10. **SCHEDULE COORDINATION** - All work will be coordinated with the Property Associate.
11. **TERM** - The term for this Contract shall be for the period, April 15, 2024 through October 31, 2026.

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
LAWN CARE SERVICES

Services for:

**2055 Niagara Falls Boulevard
Niagara Falls, NY 14304**

SERVICES COVERED BUT NOT LIMITED TO
UNDER THIS AGREEMENT

Lawn Maintenance for 2024, 2025, 2026 Seasons

Contract Period: April 15, 2024 – October 31, 2026

Spring Cleaning:

1. Weed and trim beds alongside building, and median beds of facility site.
2. Mulch beds alongside building, and in median beds of multi-tenant facility site where appropriate.
3. Trim trees/shrubs in applicable beds, and medians on facility site
4. Clean off, weed, and trim sidewalks servicing multi-tenant facility.
5. Fertilize trees and shrubs.
6. Pick up and remove all debris form site.

Seasonal Mowing/Weekly

1. Weed and trim beds alongside building, and median beds of facility site.
2. Pick up debris prior to mowing.
3. Mow all lawn and median areas where applicable.
4. Trim and remove weeds around building facility beds, curbs, signage, and median areas in parking lot.
5. Trim and weed sidewalk edges.
6. Clean off walkways, driveways, and parking lot perimeters subsequent to mowing.

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
LAWN CARE AND MAINTENANCE SERVICES

INSURANCE REQUIREMENTS - The successful bidder shall furnish the NIIA certificates of insurance indicating the type, amount, class of operations, coverage effective dates and expiration dates of such policies. Such certificates shall also contain substantially the following statement. “The insurance covered by this certificate will not be cancelled or materially altered except (a) after ten (10) days written notice has been received by the Niagara County Industrial Development Agency and (b) the Unlimited Indemnity shown in the contract documents is included.” NIIA shall be names as “additional insured”.

Insurance requirements are as follows:

Minimum Limits of Insurance

<u>Type of Insurance</u>		MINIMUM LIMITS OF LIABILITY	
		<u>Each</u>	<u>Aggregate</u>
		<u>Occurrence</u>	
<u>COMMERCIAL GENERAL LIABILITY</u>	Bodily Injury and Property Damage Combined	\$500,000.00	\$500,000.00
<u>EXCESS LIABILITY</u>	Bodily Injury and Property Damage Combined		\$500,000.00
Umbrella Form			
Other than Umbrella Form			
<u>WORKERS COMPENSATION</u>	Statutory State of New York		

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
LAWN CARE SERVICES

REFERENCES – Bidders are to submit three (3) references based on projects of a similar nature.

COMPANY _____

ADDRESS _____

PHONE # _____

CONTACT NAME _____

COMPANY _____

ADDRESS _____

PHONE # _____

CONTACT NAME _____

COMPANY _____

ADDRESS _____

PHONE # _____

CONTACT NAME _____

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. Except for inquiries within the purview of the bidding process, each bidder and each signing on behalf of any bidder certifies it has not communicated with any officer, employee, agent or consultant of NCIDA regarding this bid for the purpose of securing unto itself a favorable advantage.

In compliance with this invitation for bids and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of the opening, to furnish any and all items or services upon which prices are submitted.

SIGNATURE	BUSINESS NAME
PRINT NAME	ADDRESS
TITLE	CITY, STATE & ZIP CODE
DATE	TELEPHONE #
EMPLOYER TAX ID OR SOCIAL SECURITY	EMAIL

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR BID

**OFFERER’S AFFIRMATION OF UNDERSTANDING OF
AND
AGREEMENT PURSUANT TO STATE FINANCE LAW 139-j(6)(b)**

BACKGROUND:

State Finance Law 139-j(6)(b) provides that:

Every Governmental Entity (including NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES “NIIA”) shall seek written affirmations from all Offerers as to the Offerer’s understanding of and agreement to comply with NIIA’s procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law 139-j(3).

INSTRUCTIONS:

In connection with all proposals, bids, RFP’s, etc., NIIA must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law 139-j and 139-k;

Offerer affirms that it understands and agrees to comply with State Finance Law 139-j(3) and 139-j(6)(b).

**OFFERER CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW 139-K(5)**

NIIA shall obtain the following Offerer certification in connection with all proposals, bids, RFP's, etc.:

I certify that all information provided to NCIDA with respect to State Finance Law 139-K is complete, true and accurate.

Signature

NIAGAGARA INDUSTRIAL INCUBATOR ASSOCIATES

Request for Proposals

**OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY
DETERMIANTION AND AFFIRMATION/CERTIFICATION IN
ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name & Title of Person Submitting this Form:

Contract Procurement Number: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
(Circle One): Yes No

If yes, answer the next questions

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-J? (Circle One): Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Circle One): Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Government Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Circle One): Yes No

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to Niagara County Development Agency with respect to State Finance Law 139-K is complete, true and accurate.

BY: _____ DATE: _____

SIGNATURE: _____

NIAGARA INDUSTRIAL INCUBATOR ASSOCIATES
LAWN CARE SERVICES
BID SHEET

Services for:
2055 Niagara Falls Boulevard
Niagara Falls, NY 14304

BIDDER NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

DATE: _____

Normal Hourly Service Charge \$ _____

Overtime Hourly Service Charge \$ _____

Sunday/Holiday Hourly Service Charge \$ _____

Cost Per Mow/Weekly Service \$ _____

The undersigned understands and agrees to comply with and be bound by instructions to bidders issued for this work. Prices for these services include all labor, equipment, fuel surcharges, service calls, service truck travel and incidentals.

This bid shall remain valid for a period of forty-five (45) days from the date of the bid opening.

BIDDER: _____

(Legal Name of Bidder)

 (Name & Title of Principle Acknowledging Bid)

 (Signature of Principal)

MAIL TO: Niagara Industrial Incubator Associates
6311 Inducon Corporate Drive, Suite One
Sanborn, New York 14132
Attention: Julie Lamoreaux, Administrative & Human Resource Officer