

## ***Request for Proposal***

***Purchase of Scoreboard for Sal Maglie Stadium  
in Hyde Park, City of Niagara Falls, New York***



***RFP No. 2025-16***

***Proposals Due: Tuesday, April 1, 2025 at 12:00 PM***

***City of Niagara Falls Purchasing Division***

***Niagara Falls City Hall***

***745 Main Street***

***Niagara Falls, New York 14301***

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## Section 1 - Introduction and Instructions

### Purpose of the RFP

The City of Niagara Falls, New York (hereinafter referred to as the “City”) is seeking proposals from qualified and experienced vendors for the procurement and installation of an interactive scoreboard system for the Sal Maglie Baseball Stadium, located at 1201 Hyde Park Boulevard, Niagara Falls, NY 14301 in the City’s Hyde Park.

### Contacts and Inquiries

Leeann Huey, Purchasing Agent  
745 Main Street, Room 214  
Niagara Falls, New York 14301  
Phone: (716) 286-4372  
[Leeann.Huey@niagarafallsny.gov](mailto:Leeann.Huey@niagarafallsny.gov)

Anthony J. Restaino, City Administrator  
745 Main Street  
Niagara Falls, New York 14301  
Phone: (716) 286-4320  
[Anthony.Restaino@niagarafallsny.gov](mailto:Anthony.Restaino@niagarafallsny.gov)

### 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 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:                              | March 17, 2025                    |
| <b>Proposals due:</b>                    | <b>April 1, 2025, by 12:00 PM</b> |
| Review of proposals:                     | April 2025                        |
| City Council Meeting for Possible Award: | April 9, 2025                     |

### General Instructions

The City will officially distribute submission package documents from the Division of Purchasing. Submission package documents are also available on the Purchasing Division’s website, [https://niagarafallsusa.org/government/departments/purchasing/nf\\_bids.php](https://niagarafallsusa.org/government/departments/purchasing/nf_bids.php). 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’s name and address, be sealed and must be clearly marked in the LOWER LEFT CORNER with the submission number, **RFP # 2025-16**. Submissions which are received in a packing envelope or container should also bear the

## General Instructions (continued)

submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission which may compromise its confidentiality.

Vendor(s) must submit or deliver one (1) original and three (3) paper copies, together with one 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

*The original copies shall be identified on the outside cover as the "Original". Each copy should be marked "Copy".*

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 to utilize a delivery service may call 716-286-4371 and make an appointment to drop off a package with a member of the Purchasing Division staff at the Main Street Entrance Security Desk located on the First (1<sup>st</sup>) Floor. Calls to schedule an appointment should be made no later than 3:00 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.

**With prior approval** from the City of Niagara Falls Purchasing Agent, proposals may be delivered electronically via email to the Purchasing Agent at [leeann.huey@niagarafallsny.gov](mailto:leeann.huey@niagarafallsny.gov).

Proposals submitted electronically must be received by the Purchasing Agent by the same deadline as hardcopy submissions. The receiving date and time stamp will be that date and time stamp noted on the Purchasing Agent's received email communication from the vendor, not the date and time stamp noted on the vendors sent email.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. 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.

Proposals will not be publicly read at the opening.

The total number of pages contained in this package should be **twenty-seven (27)**. If any pages are missing, please contact the Purchasing Division.

## **Background**

Centrally located within the City of Niagara Falls on Hyde Park Boulevard, the City-owned Sal Maglie Stadium sits on the western boundary of Hyde Park. Built in 1939, this stadium is known primarily for hosting local, regional, and minor league baseball events, and boasts a major league regulation baseball field. With seating for up to approximately 2500 people, the City seeks to transform Sal Maglie Stadium into a community gathering place for more than just baseball.

## **Section 2 – Scope of Work/Services**

### **A. Purpose/Intent/Scope**

Proposals shall provide for a multimedia, interactive, state of the art scoreboard communications system, with a professional stadium atmosphere. This system should be multi-purpose and provide visitors to Sal Maglie Stadium the ultimate game-day experience during sporting events. The proposed system should also be flexible enough for use during varied non-sporting community events.

A visit to a Sal Maglie Stadium event should leave a lasting positive impression. The ability to engage fans and visitors and generate excitement by keeping them informed and involved with interactive activities and comprehensive inning by inning displays, not just the score, is key to encouraging repeat visits and establishing Sal Maglie Stadium as a true community resource.

Scoreboard System proposals should also address the following City requirements:

1. Create a customized project package and implementation plan that suits City needs.
2. Provide a reliable, durable, high-quality, high functioning, and user-friendly scoreboard system for baseball and other sporting events.
3. System should include enhanced features such as outdoor video display, custom graphics and animations in an accessible media library, and the versatility to accommodate outdoor family movie nights and a broad range of other community events.
4. Demonstrate expertise in the field of scoreboard system installation, trouble-shooting, service, and repair.
5. Generate self-sustainable advertising revenue by offering sponsorship opportunities, business advertisements and personalized messages to cover scoreboard operational costs.
6. Provide for customized/personalized on-site and remote operational training for designated City personnel.

**Purpose/Intent/Scope (continued)**

7. Provide technical support and service post installation and life of scoreboard. Customer service and support contacts should be easily accessible.

8. Ready to go for spring / summer baseball season.

**Section 3 – Evaluation Method and Award Guidelines**

Proposals shall remain valid until the execution of a contract with the City of Niagara Falls.

**A. Evaluation of Proposals**

The City Administrator shall appoint an Evaluation Team to evaluate proposals, considering responses to criteria set forth in this offering. Upon completion of the evaluations, the Evaluation Team shall make a recommendation to the Mayor as to which Proposer offers the best value to the City of Niagara Falls, New York, taking into consideration the importance of the evaluation factors set forth below.

The Evaluation Team shall review each proposal received and evaluate each for the purpose of ranking them in relative position based upon how fully each proposal meets the criteria for each category. The City shall be the sole judge of its best interests and in the evaluation of proposals. The City's decision shall be final and the ranking of the proposals shall be at the sole discretion of the Evaluation Team.

In ranking/scoring the proposal, the following categories and percentages shall be utilized:

|    |                                                                                                                                                       |     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. | Qualifications and prior experience in providing equipment, professional installation, service, repair and support for the proposed scoreboard system | 40% |
| 2. | Features, creativity, flexibility and adaptability of the proposed scoreboard system                                                                  | 40% |
| 3. | Total Cost                                                                                                                                            | 20% |

The City reserves the right to negotiate a contract with the highest evaluated Proposer as determined by the City as to the exact terms and conditions of the contract. Should negotiations with the highest evaluated Proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated Proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all Proposers and not award a contract. The responsibility for final award of a contract rests solely with the City Council which has sole discretion as to what best meets the needs of the community.

The City further reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities or any informalities, or to accept a proposal, which, in its sole judgment, best serves the interest of the City. In the event a license agreement/contract is awarded, it will be to a Proposer that demonstrates, in the City's opinion, the highest degree of compliance with the evaluation criteria, who will, after that, enter into a written license agreement/contract with the City. Proposer shall understand that this RFP does not constitute an agreement or contract between City and Proposer.

## **B. Award**

The City intends to award this RFP within sixty (60) days of the submission deadline, however the City reserves the right to take additional time as needed. The award shall be based upon the evaluation of information as the City may request. No award will be made until after investigation(s) are made as to the qualifications of the highest evaluated Proposer. Further, the City reserves the right to enter into any license agreement/contract deemed to be in the best interest of the City, or to not enter into an agreement at all.

# **Section 4 - Proposal Guidelines**

## **A. Executive Summary**

The Proposer must include an Executive Summary that states how they view this opportunity and provides an overview of their approach. Also included should be Proposer's description of past experience, past performance and capacity to deliver the proposed services.

Proposals should include background and historical information about the Proposer, including identities and experience of principals, years Proposer has been in business, etc.

Proposals should include a list of three (3) references that can describe your previous performance in the management, operations and facility maintenance for services comparable to those described in this RFP. For each reference, please include name and address of entity; name, title, e-mail address, telephone number for a contact for the entity; the number of years Proposer serviced the entity; a brief summary of the scope of services provided and of measures of success of those operations.

Proposals should include a legal history of the Proposer, including, but not limited to:

- List any history of claims, litigation, arbitration and termination for cause associated with any work within the scope of this RFP in the past ten (10) years.
- List any contracts terminated for default by Proposer in the past ten (10) years.
- List any lawsuits, arbitration requests or any litigation activity commenced by Proposer in the past ten (10) years.
- Does the Proposer have any judgments, claims, arbitration proceedings or lawsuits pending?
- Has the Proposer filed for bankruptcy protection in the past ten (10) years?

## **B. Authorized Signature**

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

## **C. City Not Responsible for Preparation Costs**

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal. The City shall also not be responsible for any of Proposer's costs associated with a Proposer's participation in any oral interview or any of Proposer's costs associated with any negotiations.

## **D. Certifications Required**

Proposers shall complete and return the "Proposer'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 B. 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. Authorized City contacts for this solicitation can be found on Page 2.

Questions regarding the scope of this solicitation may be submitted in writing to the City's Purchasing Agent, Leeann Huey, at [leeann.huey@niagarafallsny.gov](mailto:leeann.huey@niagarafallsny.gov). The Purchasing Agent will address questions and/or contact the appropriate City personnel as needed.

## **F. Site Visit**

A site visit may be requested by contacting the Department of Public Works at 716-286-4841. At that time a tour of the facility shall be conducted and City staff will be available to answer questions. It is strongly recommended that anyone interested in submitting a proposal attend this meeting. Proposers entering onto 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.

## **G. Special Conditions**

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and operator(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 Proposer.
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.

## **Section 5 – Miscellaneous Provisions**

### **A. Assignment or Sublease Prohibited**

The license and/or agreement between the City and the successful Proposer may not be assigned or subleased without the express written approval of the City.

### **B. Performance Bond**

A performance bond will be required of the successful Proposer in form and substance with sureties approved by the City's Corporation Counsel (**See Section 5, Item K, Paragraph B, Page 11-12**). Said bond must be received by the Corporation Counsel 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.

### **C. Payment**

To receive payment, the vendor shall submit invoices to the City.

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.

### **D. 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 to be performed. The authorization must be by written notice to the vendor. 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 vendor'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.

#### **E. Termination of Contract/License Agreement**

This contract/license agreement 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 provide documentation as required, failure to comply with material provisions of the contract/license agreement, 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/license agreement. Any reasonable attorney's fee incurred in enforcing this contract/license agreement will not exceed five (5) percent of said contract/license agreement price.

If Proposer abandons or defaults in its performance and the City is caused to procure goods and/or services elsewhere, Proposer shall be charged, and agrees to pay, the difference in cost and may not be considered in future solicitations.

The City reserves the right to cancel the contract/license agreement for default if the Proposer breaches any of the terms hereof or of said contract/license agreement including warranties or becoming insolvent or committing acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any remedies which City may have in law or equity.

#### **F. Governing Law and Venue**

The construction and validity of the contract shall be governed by the laws of the State of New York and venue for any legal action commenced hereunder shall be in the Supreme Court of the State of New York located in and for the County of Niagara.

#### **G. Damage Claims**

The Proposer shall be responsible for damage to the City's equipment, property, the facility and its contents by Proposer's work, negligence in work, its personnel or equipment. Proposer shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing work on City property.

#### **H. Compliance with Laws**

The Proposer shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations affecting the performance of the contract/license agreement, including (if applicable) worker's compensation laws, minimum wage laws, licensing laws and regulations. When required, Proposer shall provide City with proof of its compliance.

## **I. 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 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.

## **J. Indemnification and Hold-Harmless**

To the fullest extent permitted by New York State law, the Contractor shall indemnify, defend, and hold the City of Niagara Falls, its respective officers, officials, employees, and agents, and their successors and assigns harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Contractor or any of the Contractor's subcontractors, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor or any entity for which it is legally responsible, including any allegations that the services infringe, misappropriate, or violate any intellectual property rights of any third party.

## **K. Insurance and Bond 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 A** hereto.

Each selected Proposer agrees that, before performing any Work and/or Services related to its proposal accepted by the City Council either as submitted or as amended (the "License Agreement"), it is required to comply with the following:

- A. **INSURANCE** - In accordance with the City's Insurance Procurement Requirements set in the attached **Exhibit A**, the selected Proposer (referred to as the "Contractor" in Exhibit A) shall at all times, during the initial term of the Agreement and any extension term, carry and maintain all required insurance that insures it and the City against all claims for loss of life, bodily injury, and/or property damage arising out of or in connection with the Agreement.

The selected Proposer's obligations under the Agreement shall not be limited either by the insurance coverage that it procures, or the insurance coverage maintained by or for the benefit of the City. The City reserves the right of its Risk Manager to modify and amend these Insurance Requirements upon reasonable notice to the selected Proposer.

- B. **BOND REQUIREMENTS** – The selected Proposer (a/k/a the "Contractor") shall procure and deliver bonds to the City and maintain them at its own expense and without expense to the City until final acceptance by the City of the work covered by this contract.

1. Faithful Performance Bond. A bond with sufficient sureties, in a form prescribed by the City and approved by the City's Risk Manager, that the Contractor will perform the work and/or services in accordance with the terms of the Agreement and with the plans and specifications, and that it will commence and complete the work within the time prescribed in the contract, and that it will provide against direct or indirect damages that shall be suffered or claimed on account of such construction or improvement during the time thereof, and until the contract is accepted.
2. Labor and Material Bond. A bond guaranteeing prompt payment of moneys due to all persons supplying the Contractor or a sub-contractor with labor and/or materials employed and used in carrying out the contract, which bond shall inure to the benefit of the persons supplying such labor and materials.
3. Amount of Bonds. The amount of the Faithful Performance Bond and Labor and Material Bond shall EACH be 100% of the amount of the Agreement price.
4. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of New York is terminated, the Contractor shall immediately substitute other bonds which must be acceptable to the City.

# EXHIBIT A

## Instructions for City of Niagara Falls Standard Insurance Certificate

## EXHIBIT A

### [Medium Risk Contract]

#### INSURANCE REQUIREMENT OF THE CITY OF NIAGARA FALLS, NEW YORK

Notwithstanding any terms, conditions, or provisions in any other writing with the City of Niagara Falls, New York, (hereinafter, "City"), the Contractor shall obtain, at its own expense, all insurance policies specified below that will provide, at minimum, the coverage limits noted for each, and otherwise satisfy each of the additional terms and conditions set forth below:

**1. Commercial General Liability Insurance (mandatory for all Contractors):**

***\$1,000,000** for each occurrence/ **\$2,000,000** general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.*

*In addition, there shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). Products & Completed Operations coverages must be maintained in force for a minimum of three (3) years following Final Completion of the Project.*

**2. Automobile Liability Insurance:**

If the Contractor's Work or Services under the Agreement involves the use of any Contractor-owned, hired, non-owned, or leased automobiles, trucks, tractors, or another type of self-propelled equipment registered for use on the public highway and/or used in operations relating to the activities of the Contractor:

***\$1,000,000** bodily injury and property damage, combined Single Limit for owned, hired, and non-owned motor vehicles.*

**3. Professional Liability:**

If the Contractor's Work or Services under the Agreement involves rendering professional services (engineers, architects, chemists, lawyers, etc.), then the Contractor must carry professional liability insurance with a minimum limit of:

***\$1,000,000** for each occurrence/ **\$3,000,000** aggregate.*

**4. Pollution Liability:**

If the Contractor's Work or Services under the Agreement involves the transportation, use, or release of pollutants or other hazardous materials, or the handling or disturbance of any hazardous materials, such as asbestos, toxic chemicals, and the like, the Contractor must provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both ongoing operations and products & completed operations, at limits not less than:

***\$1,000,000** for each occurrence or incident/ **\$1,000,000** aggregate.*

**5. Cyber Liability:**

If the Contractor will be communicating electronically with the City or any of its agents, the Contractor must have coverage applicable to first and third-party claims including but not limited to data compromise expenses and liability, forensic review costs, legal review costs, data restoration and re-creation costs, public relations costs, extortion costs, network security liability, identity recovery costs, regulatory fines and penalties, and credit monitoring costs. This coverage must also include computer crime coverage including but not limited to \$100,000 for social engineering & funds transfer fraud. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

***\$1,000,000** for each occurrence/ **\$1,000,000** aggregate.*

**6. Excess Liability and/or Umbrella Liability:**

Applicable to Commercial General and Automobile Liability policies.

***\$2,000,000** for each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.*

7. **Workers' Compensation, Employers' Liability, and NYS Disability Insurance is required as follows:**  
Statutory Workers' Compensation, Employers' Liability Insurance, and NYS Disability Insurance for all employees. Proof of coverage or exemption must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. (See additional guidance below, under the heading: 'Securing Proof of Workers' Compensation and...'). The Employer's Liability Insurance must provide a minimum coverage limit of **\$1,000,000.00 per accident or incident with bodily or disease.**
8. **Builder's Risk Insurance:**  
Utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Work and no coinsurance penalty provisions.

The City Risk Manager reserves the right to increase any or all the above-required insurance.

Whenever the Contractor procures insurance with any coverage limits higher than the minimum limits noted above, each higher limit will be deemed substituted in the appropriate numbered paragraph(s) above. And in the event Contractor procures one or more additional policies of insurance for the protection of the City but not specified above, then each such additional policy of insurance will immediately be deemed required and incorporated herein, in numeric order, directly underneath the last numbered paragraph above. The City shall thereby be entitled to additional insured status and protection as to each such higher coverage limit and/or additional insurance policy procured by the Contractor.

**Waiver of Subrogation:**

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.

**Naming the City as an Additional Insured:**

The Contractor (a/k/a the "Insured") shall also effectuate the naming of the City - which includes its Council, boards, officers, agents, employees, and volunteers - as an **additional insured on all the Contractor's insurance required above or by the City Risk Manager, except for the above-referenced Professional Liability, and Workers' Compensation and NYS Disability policies.** Furthermore, each policy required to name the City as an additional insured shall:

1. **Be an insurance policy from an A.M. Best-rated or better insurer, authorized to conduct business in New York State. A New York State admitted insurer is preferred.**
2. **State that the Insured's coverage shall be primary and non-contributory coverage for the City, which includes its Council, boards, officers, agents, employees, and volunteers.**
3. **The City shall be listed as an additional insured by using endorsement CG 2026 or equivalent.**
4. **A complete copy of all required additional insured endorsements must be attached to the certificate of insurance.**

**Certificate of Insurance Requirements:**

For so long as the Agreement between the Contractor and the City remains in effect, the Contractor shall maintain in place all the insurances required above and **shall provide the City Risk Manager with all current certificates of insurance to demonstrate the existence of said insurance and to demonstrate no lapse in coverage.**

1. The Contractor must provide the City Risk Manager with all necessary Certificate(s) of Insurance, evidencing its procurement of all required insurance and coverages before the Contractor may use any City Facility or encroach upon any City property or right-of-way.

2. All such certificates and forms must be complete and acceptable to the City.
3. The Contractor's full legal name must be listed as the "Insured" on each Certificate of Insurance ("COI")
4. Each COI must identify the City as a "Certificate Holder" with the following address information:

**Attn: Risk Manager – Law Dept. (re: Scoreboard Contractor for Sal Maglie Stadium 2025)**  
**City of Niagara Falls, New York**  
**745 Main Street**  
**Niagara Falls, New York 14301**

5. The 'Description of Operations' section of each COI must state:

**A. "The City of Niagara Falls, New York, its Council, Boards, Officers, Agents, Employees, and Volunteers are included as additional insured on a primary and non-contributory basis on the General Liability, Auto Liability (if applicable), and Umbrella/Excess Liability (if applicable), per form(s) \_\_\_\_\_**

\_\_\_\_\_." (This is in addition to providing the City with additional insured endorsements for all insurance policies required above).

#### **Miscellaneous Terms and Conditions:**

1. At the City's request, the Contractor shall provide a copy of the declaration page of any required liability, excess, or umbrella policy with a list of endorsements and forms for each. If so requested by the City, the Contractor shall provide a copy of all policy endorsements and forms.
2. The failure of the City to demand, request, obtain, or object to the contents of any certificate of insurance, form, endorsement, declaration page, policy, or the absence of same, shall not be deemed a waiver of any and all rights held by the City.
3. No insurance company issuing a policy that is required herein or by the City Risk Manager shall have any recourse against the City for payment of any premium or for assessments such as a deductible or self-insured retention. If any insurance company ignores this prohibition, then the Contractor that was required to procure the policy shall indemnify the City for all premiums and assessments sought to be charged to the City.
4. The City is a member/owner of the New York Municipal Insurance Reciprocal (NYMIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the City but also NYMIR, as the City's insurer.

#### **Securing Proof of Workers' Compensation and Employer's Liability Insurance and New York State Statutory Disability Benefits:**

NYS Workers' Compensation Law requires that a business produce proof of workers' compensation and/or disability and paid family leave benefits coverage to a state or municipal agency when it seeks to obtain a license, permit or contract. To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must (1) be legally exempt from obtaining workers' compensation insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate

in an authorized group self-insurance plan. Therefore, Contractor must provide coverage evidence in one of the following forms to the City, or the current equivalent of any of them in the event of revisions or replacements:

- 1) CE-200 Certificate of Attestation of Exemption. A CE-200 form can only be used to attest **to a government entity** that an applicant requesting a license, permit or contract is not required to carry workers' compensation and/or disability and Paid Family Leave benefits coverage. It CAN NOT be used to respond to the Board regarding periods of non-compliance or penalties issued for not having insurance coverage. It also CAN NOT be used to show another business or that business's insurance carrier that coverage is not required.
  - a. Certificates are only valid for the specific license, permit or contract. Certificates for building permits are job-specific and a separate certificate will be required for each building permit.
  - b. Certificates are assigned a unique certificate number that can be validated by the government official issuing the license, permit, or contract.

Only two types of entities may apply for a certificate to show they are exempt from the requirement to provide workers' compensation and/or disability and Paid Family Leave benefits coverage when obtaining a license, permit or contract with a government agency:

- New York entities with no employees
- Out-of-state entities obtaining a contract or license where all the work is performed outside of New York State

Certificates/Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board. For more details, see:

[https://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](https://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

- OR -

- 2) One of the following:
  - C-105.2, Certificate of Workers' Compensation,
  - U-26.3, New York State Insurance Fund Certificate of Workers' Compensation Coverage,
  - SI-12 – Certificate of Workers' Compensation Self-Insurance, or
  - SIG-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

[ver. 9.12.24]

# **EXHIBIT B**

**Assignment of Claim,  
Affidavit of Non-Collusive Submission,  
and  
Iran Divestment Act Compliance  
Certifications**

**VENDOR’S CERTIFICATION AND 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]**

**AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION – SIGNATURE PAGE**

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

\_\_\_\_\_  
PROPOSER NAME

\_\_\_\_\_  
ADDRESS

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

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

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

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

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

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

**AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION – SIGNATURE PAGE**

## 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. **[SIGNATURES REQUIRED ON FOLLOWING PAGE]**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT  
– SIGNATURE PAGE**

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

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

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

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

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT  
– SIGNATURE PAGE**

# EXHIBIT C

## CITY OF NIAGARA FALLS 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:

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

# EXHIBIT D

## City of Niagara Falls

### Affirmative Action/Equal Employment Opportunity Policy Statement

The City of Niagara Falls is committed to furthering the principles of equal employment opportunity of all employees and applicants for employment without regard to age, race, creed, color, national origin, sex, orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. The City also acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment, and retaliation. Accordingly, the City of Niagara Falls will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be non-discriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment.

Providing equal employment opportunity is a system-wide effort. The City shall ensure that all employees, department heads, administrators, boards, commissions, and committees are aware of their rights and obligations under this Policy and encourage work environments reflecting appreciation and respect of differences.

The City has been and will continue to be an equal opportunity organization. No minority and Women-Owned Business (MWBE), employee, or applicant will be discriminated against because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status. The City will take affirmative action to ensure that MWBE's, employees and applicants are treated without regard to these characteristics. In particular, the City will:

- Include MWBE's in solicitations;
- Recruit, hire, train, place and promote persons for all jobs without regard to age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, or domestic violence victim status;
- Take affirmative steps to ensure that MWBE's have full participation in our procurement process; and
- Administer other personnel functions, such as compensation, benefits, transfers, layoff, returns from layoff, and company-sponsored training, education, tuition assistance and social and recreation programs without regard to age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

Discrimination is prohibited on account of age, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status,

military status, or domestic violence victim status in employment under this contract: (a)in the hiring of employees of work under this Contract or Subcontract hereunder, no Contractor nor any person on behalf of such Contractor shall by reason of age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status, discriminate against any person who is qualified and available to perform the work to which employment related; and (b)no Contractor or any person on behalf of such Contractor shall in any manner discriminate against or intimate employees hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

The City will periodically analyze its procurement and personnel actions to ensure compliance with this policy. If there are questions or concerns regarding the administration of this policy or if someone believes she/he has not been treated in accordance with our policy contact:

Karen Abramaitys  
Equal Opportunity Compliance Officer  
745 Main Street, Niagara Falls, NY 14301  
(716) 286-4327

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