

CITY OF NIAGARA FALLS

NEW YORK

REQUEST FOR QUOTATION QUOTATION #32A-12

Quotations on items as specified herein will be accepted at City Hall until 4:00 P.M., on December 7, 2012.

COMPANY NAME	
ADDRESS	
ADDRESS	
CITY, STATE, ZIP	

Quotations must state when delivery can be made.

All quotations are subject to delivery as stated herein.

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

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

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

All quotations 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 successful vendor.

Prices must be filled in with typewriter or ink.

MAIL QUOTATIONS TO:

CITY OF NIAGARA FALLS
PURCHASING DIVISION ROOM 14-B
PO BOX 69
NIAGARA FALLS, NY 14302-0069

OR

DELIVER QUOTATIONS TO:

CITY OF NIAGARA FALLS
PURCHASING DIVISION ROOM 14-B
745 MAIN STREET
NIAGARA FALLS, NY 14302-0069

***** PLEASE BE SURE TO FILL IN ALL INFORMATION BELOW *****

***** YOUR QUOTATION MUST BE SIGNED AND DATED *****

TOTAL NET PRICE		DELIVERY PROMISED	
\$			
CONTACT PERSON FOR QUESTIONS REGARDING THIS QUOTATION:		PHONE #	
		()	
AUTHORIZED SIGNATURE		DATE:	
PRINT NAME AND TITLE:			

DATE: 11/21/12

QUOTE #32A-12

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ITEM NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
			Sealed Quotations will be received by the City		
			Purchasing Agent in his office at City Hall, Room 14-B,		
			for the purchase of the following:		
			The quantities listed are estimates of what will be		
			purchased over a period of one (1) year. No		
			guarantees as to minimum quantities are given.		
			Under the Unit Price column indicate the price per cylinder.		
			The quoted price is to include delivery to various		
			locations within the City of Niagara Falls. Quotations with		
			additional delivery charges or minimum delivery		
			quantities will not be accepted. Deliveries are to be		
			made within 48 hours after receipt of order.		
			The quoted price is to be firm for a period of one year.		
			If mutually agreeable, the agreement may be extended		
			one additional year. All delivery locations must		
			be billed separately. Each invoice must show the		
			Department and the delivery location. No invoice		
			will be processed for payment without this information.		
			Rental invoices are to be billed on a monthly basis.		
			The City reserves the right to award this quotation to one		
			vendor or to split the award to two or more vendors		
			(including propane to one vendor and all other gases		
			to another vendor).		
			A certificate of insurance which complies with all the terms		
			and conditions as set forth in the attached "Instructions for City		
			of Niagara Falls Standard Insurance Certificate" and "Niagara		
			Falls Water Board Standard Insurance Certificate" must be		
			provided by the successful supplier. Do not submit a certificate		
			of insurance with your quotation.		

DATE: 11/21/12			QUOTE #32A-12	PAGE 4 OF 5		
ITEM NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL	
			This request for quotations is being solicited on behalf of			
			the City of Niagara Falls and the Niagara Falls Water			
			Board. Prices quoted shall be valid for purchases			
			made by either entity.			
			After each gas listed below you must indicate the			
			number of cubic feet of gas (or pounds if so			
			indicated) in each size cylinder.			
			Rental charge per cylinder per month or per day:			
			If additional space is required for rental pricing, please			
			list the pricing on an additional page.			
			OXYGEN - Commercial Grade for use as a welding			
			gas; Minimum purity 99.5%.			
1.	23	CYL	Size K _____ #CU. FT./CYL:			
2.	1	CYL	Size S _____ #CU. FT./CYL:			
			ACETYLENE - Commerical Grade for use as a welding			
			gas; Minimum purity 98% on a solvent free basis.			
3.	19	CYL	Size WK _____ #CU. FT./CYL:			
4.	1	CYL	Size WS _____ #CU. FT./CYL:			
			HELIUM - Ultra high purity; Minimum purity 99.999%,			
			Maximum total hydrocarbons - 0.5ppm			
5.	10	CYL	Size T _____ #CU. FT./CYL.:			
			ARGON-ULTRA HIGH PURITY			
6.	1	CYL	Size T _____ #CU. FT./CYL:			
			MIXED GAS - Electron capture mixture, P-5 mix,			
			5% methylene, 95% argon			
7.	2	CYL	Size T _____ #CU. FT./CYL:			

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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 (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

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

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ 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.

Revised 05-03-2012

NIAGARA FALLS WATER BOARD

INSURANCE: 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 A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

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 and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved 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 per occurrence and 3,000,000 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)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara

Falls Water Board or the Niagara Falls Public Water Authority 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 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designed for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:**

If General Liability and/or 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 each occurrence and 3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

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).

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 Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' 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 the Niagara Falls Water Board in the amount of not less than (100) percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.