

CITY OF NIAGARA FALLS, NEW YORK

REQUEST FOR BIDS

BID #3-10

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 February 16, 2010.

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 it's 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:

ADDRESS:

TOTAL NET PRICE	DELIVERY PROMISED
CONTACT PERSON FOR QUESTIONS REGARDING BID	TELEPHONE NUMBER
AUTHORIZED SIGNATURE	DATE

TITLE

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

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 the			
		provision of the following:			
		Removal of abandoned vehicles within the City of			
		Niagara Falls, New York.			
		Amount per vehicle to be paid to the City:			
		For the past two years an average of 13 vehicles			
		per year have been towed. This is not a guarantee			
		as to the number to be towed over the next year.			
		The successful bidder must abide by the terms,			
		conditions and specifications outlined in the			
		attached sheet.			
		The City reserves the right to tow and dispose of			
		abandoned vehicles if it so chooses.			
		For further information please call Dean W. Spring			
		at (716) 286-4371.			

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**CITY OF NIAGARA FALLS
SPECIFICATIONS**

REMOVAL OF ABANDONED VEHICLES

1. The scope of the work to be done includes furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all designated abandoned vehicles within the City of Niagara Falls, New York and transport them to the contractor's site.
2. The vehicles are to be removed within 24 hours of notification by the City.
3. The contractor will be responsible for completing all necessary title transfer paperwork and maintain orderly and accurate records of vehicles acquired and their disposition for a period of three years.
4. The Contractor must be registered by New York State as a vehicle dismantler or itinerant vehicle collector pursuant to Section 415A of the Vehicle and Traffic Law, or the Contractor must have an agreement in place with a New York State registered vehicle dismantler or itinerant vehicle collector to dispose of the vehicles. The tow truck used for towing any vehicles under this contract must have the New York State vehicle dismantler's or itinerant vehicle collector's number prominently displayed on the exterior of the truck. **ONE OF THE TWO ATTACHED FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID. BE SURE YOU COMPLETE THE CORRECT FORM DEPENDING ON THE TYPE OF REGISTRATION YOU WILL BE OPERATING UNDER (i.e. vehicle dismantler or itinerant vehicle collector).**
5. The City agrees to promptly transfer title to all City-designated vehicles, valued at \$750.00 or less which the City has acquired title to pursuant to New York State Vehicle and Traffic Law 1224 (2).
6. Failure of the contractor to perform under the terms and conditions of the agreement will be considered a breach of the contract and shall be grounds for termination of the contract.
7. The price bid per vehicle is to be for all vehicles removed regardless of their condition.
8. Prior to commencement of this agreement, the contractor must provide the city with a certificate of insurance which complies with all the terms, conditions and specifications as set forth in the attached "Instructions for City of Niagara Falls Standard Insurance Certificate". In lieu of the comprehensive general liability and auto liability the City will accept garage liability (minimum \$100,000.00 coverage) plus garage keeper's liability. Workers' compensation and employer's liability coverage are also required. All other terms, conditions and specifications remain the same. Do not submit a certificate of insurance with your bid. You will be contacted if one is needed.
9. The contract shall be in effect for a period of one year after award of the bid.

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VEHICLE DISMANTLER INFORMATION

YOU MUST COMPLETE SECTION I OR II AND SUBMIT THIS FORM WITH YOUR BID.

- I. I am registered by New York State as a vehicle dismantler pursuant to Section 415-A of the Vehicle and Traffic Law. My dismantler's number is

_____.

(Authorized Signature)

- II. I do not have a dismantler's license. However, I have an agreement in place with the company listed below which is registered by New York State as a vehicle dismantler pursuant to Section 415-A of the Vehicle and Traffic Law. This company's dismantler's number is _____.

(Authorized Signature)

Dismantler Company Information

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

YOU MUST ATTACH, TO YOUR BID, A COPY OF THE AGREEMENT WITH THE DISMANTLER OR A LETTER FROM THE DISMANTLER STATING THAT YOU HAVE AN AGREEMENT WITH THAT DISMANTLER TO PROPERLY DISPOSE THE VEHICLES TOWED UNDER THIS AGREEMENT.

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ITINERANT VEHICLE COLLECTOR INFORMATION

YOU MUST COMPLETE SECTION I OR II AND SUBMIT THIS FORM WITH YOUR BID.

- I. I am registered by New York State as an itinerant vehicle collector pursuant to Section 415A of the Vehicle and Traffic Law. My itinerant vehicle collector's number is _____.

(Authorized Signature)

- II. I do not have an itinerant vehicle collector's license. However, I have an agreement in place with the company listed below which is registered by New York State as an itinerant vehicle collector pursuant to Section 415-A of the Vehicle and Traffic Law. This company's itinerant vehicle collector's number is _____.

(Authorized Signature)

Itinerant Vehicle Collector Company Information

Company Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

YOU MUST ATTACH, TO YOUR BID, A COPY OF THE AGREEMENT WITH THE ITINERANT VEHICLE COLLECTOR OR A LETTER FROM THE ITINERANT VEHICLE COLLECTOR STATING THAT YOU HAVE AN AGREEMENT WITH THAT ITINERANT VEHICLE COLLECTOR TO PROPERLY DISPOSE THE VEHICLES TOWED UNDER THIS AGREEMENT.

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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.