

# CITY OF NIAGARA FALLS

NEW YORK

## REQUEST FOR QUOTATION QUOTATION #14A-12

Quotations on items as specified herein will be accepted at City Hall until 4:00 P.M., on May 14, 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  
PO BOX 69  
NIAGARA FALLS, NY 14302-0069

OR

### DELIVER QUOTATIONS TO:

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

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

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

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

QNTY	UNIT	DESCRIPTION	UNIT PRICE		NET TOTAL	
		Quotations will be received by the City Purchasing				
		Agent in his office at City Hall, Room 14-B for the				
		purchase of the following:				
300	CU. YD.	<b>MORE OR LESS, TOPSOIL</b> shredded twice.				
		The price quoted to include delivery to various sites				
		within the City of Niagara Falls. Delivery is				
		required within 24 hours after receipt of order.				
		The City reserves the right to inspect the material				
		upon delivery. If in the City's opinion, there is				
		too much rock, debris or other foreign matter the				
		vendor must remove the material and replace it with				
		acceptable material.				
		The price is to be firm for the through April 30, 2013.				
		The material will be ordered as needed.				
		A certificate of insurance which meets all the requirements				
		as set forth in the attached "Instructions for City of				
		Niagara Falls Standard Insurance Certificate" must be				
		submitted by the successful contractor prior to any delivery				
		This quotation is being solicited on behalf of the City of				
		Niagara Falls and the Niagara Falls Water Board.				
		For further information, please contact Dean W. Spring				
		at (716) 286-4371.				

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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.**