

NIAGARA FALLS WATER BOARD

REQUEST FOR BIDS

BID #W06-12

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 December 20, 2012.

All bids are subject to delivery and must state when delivery can be made 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 and placed in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID NUMBER AND THE NAME OF COMPANY SUBMITTING THE BID.**

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.

Anti-Discriminatory Statement:

All programs, policies, procedures, procurement opportunities and activities conducted by and through this organization, its employees, contractors and subcontractors shall be conducted without regard to age, ancestry, color, creed, citizenship (where applicable), gender, genetic information/testing, marital status, mental or physical disability, political affiliation, belief or opinion (where applicable), national origin, race, religious affiliation, belief or opinion, sex, (except where age, sex, or disability involves a bonafide occupational qualification), sexual orientation (where applicable) or status as a participant in Workforce Investment Act (WIA) funded programs (where applicable). The NFWB encourages participation of women and minority owned business enterprises in all its procurement opportunities and has a goal of increasing participation of M/WBE organizations in its procurement activities.

(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:
NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION ROOM 14-B
PO BOX 69
NIAGARA FALLS, NY 14302-0069

DELIVER BIDS TO:
NIAGARA FALLS WATER BOARD
C/O CITY HALL ROOM 14-B
745 MAIN STREET
NIAGARA FALLS, NY 14302-0069

BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE

Bid #W06-12
Virtualization of the Niagara Falls Water Board
Data Center

Site Locations:

Niagara Falls Water Treatment Plant (WTP), 5815 Buffalo Avenue, Niagara Falls, New York 14304

Owner:

Niagara Falls Water Board (NFWB)

Project Sponsor:

William Milroy
Systems Engineer
5815 Buffalo Avenue
Niagara Falls, New York 14304
(716)283-9770 X100

Project Information:

The Niagara Falls Water Board is seeking bids for the virtualization of its data center. The Niagara Falls Water Board may or may not award a bid based on cost. The current system consists of ten (10) servers including but not limited to two (2) file/DC servers, one (1) Microsoft Exchange Server, one (1) Computerized Maintenance Management System (SQL), one (1) Laboratory Information Management Server (SQL), three (3) Financial System Servers (SQL), one (1) Antivirus Server, and one (1) Historical Archiving Server. In addition, there are three (3) backup servers. The size of our data set is currently at approximately one (1) terabyte on all of our servers, excluding the operating system partitions. The age of these servers vary from two (2) to six (6) years old.

The Niagara Falls Water Board would like to implement a virtualized solution to reduce the overall cost of operating and maintaining our datacenter. VMWare is the preferred virtualization software vendor.

The Niagara Falls Water Board currently has two (2) new Rack Mountable Dell Power Edge PER410 with Dual Intel Xeon CPUs, E5620, 2.4 GHz and 24.0 GB of memory that we would like to utilize in this project. The CONTRACTOR will be required to provide all additional hardware and software required to produce a functioning system including but not limited to additional servers, high speed switches, cables, network interface cards, SANs, and remote backup devices that employ data de-duplication software. The CONTRACTOR shall provide an additional two (2) terabytes of storage to provide for the Board's future needs.

The CONTRACTOR will also be required to migrate the Primary Domain Controller / File server, the Antivirus server, and the Exchange server to virtual machines. The CONTRACTOR will be required to install, configure, and deploy the remote backup device.

The CONTRACTOR will be required to show at least five (5) years of VMWare system installation and maintenance experience.

The CONTRACTOR will be required to show that they have a full time support staff engaged in the maintenance and repair of the proposed system.

The CONTRACTOR shall provide a one (1) year warranty on all components of the system, including parts and labor.

The CONTRACTOR shall include with his bid an annual cost for maintenance. The price shall be guaranteed for a period of four (4) years after expiration of the warranty. Billing shall be on an annual basis.

Summary Of Work:

The CONTRACTOR shall supply all supervision, labor, equipment, materials, and incidentals required to complete the work outlined below.

- 1) The CONTRACTOR will be required to evaluate the Boards networking infrastructure prior to bidding to ensure that there are no unforeseen connectivity issues.
- 2) The CONTRACTOR will install, configure, and test the system. While some disruption of service is expected, the CONTRACTOR shall minimize the impact of the installation on business operations. Work may have to be performed off shift in order to minimize disruptions.
- 3) At the completion of the installation, the CONTRACTOR shall train the IT staff on the new system features. Training shall include system maintenance and utilization.

CONTRACTOR REQUIREMENTS:

The CONTRACTOR shall provide the following items:

- 1) Provide manufacturer's catalogue data on all equipment to be supplied for approval by the NFWB prior to installation.
- 2) The CONTRACTOR shall install, configure and test all hardware and software prior to the owner's acceptance. Installation, configuration, and testing shall be performed by qualified technicians.
- 3) Provide Operation and Maintenance Manuals for the all the equipment supplied.

SITE VISIT:

The CONTRACTOR is invited to evaluate the current system state before bidding on this contract. A pre-bid walkthrough will be held at 10:00 A.M. on December 11, 2012 at the Water Treatment Plant, 5815 Buffalo Avenue.

NFWB CONTACT PERSON:

William Milroy
Systems Engineer
5815 Buffalo Avenue
Niagara Falls, New York 14303
(716)283-9770 X100

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, NY 14304 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

1. 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 alcohol 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 \$100,000.00)

With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 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 (\$1,000,000.00).

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 Worker's 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 Worker's 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 one hundred (100) percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

M/WBE UTILIZATION GOAL REQUIREMENTS FOR NFWB CONTRACTS

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, the Niagara Falls Water Board (NFWB) has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State contracts. NFWB is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all state contracts)1) in excess of \$25,000 for labor, services, equipment, materials or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this procurement, NFWB hereby establishes a goal of 13% for Minority-owned Business Enterprises (MBE) participation and 7% for Women-owned Business Enterprises (WBE) participation. As a condition of this procurement, the contractor and NFWB agree to be bound by the provisions of §316 of Article 15-A of the Executive Law regarding enforcement. Contractors must document “good faith efforts” to provide meaningful participation by certified M/WBE subcontractors or suppliers in the performance of this contract. Bidders are required to submit a MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization plan and submitted to the NFWB for approval. Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the NFWB, but must be made no later than prior to the submission of a request for final payment on the Contract. Contractors are required to submit a Contractor’s Quarterly MWBE Contractor Compliance & Payment report by the 10th day following each end of a quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.