

NIAGARA FALLS WATER BOARD

REQUEST FOR SEALED BIDS FOR: ANNUAL ELECTRICAL PREVENTATIVE MAINTENANCE BID #W2019-03

Bids on items as specified herein shall be accepted by the Purchasing Division, 745 Main Street, Room 214 on behalf of the Niagara Falls Water Board (“Board”) until 11:00 a.m. on MONDAY, NOVEMBER 25, 2019, and opened at that time.

The Board reserves the right to accept this bid by items, or as a whole, or to reject any and all bids or waive informalities.

Bid prices are to be shown NET. Cash discounts, if any, are to be clearly stated.

Prices must be filled in mechanically or in ink on this form and placed in a **SEALED ENVELOPE
CLEARLY MARKED WITH THE BID NUMBER AND THE NAME OF THE VENDOR
SUBMITTING THE BID.**

Any and all bids and contracts made or awarded by the Board, 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 may hereafter be amended. The provisions of the New York State General Municipal Law, including Sections 103a and 103b, are applicable to this bid.

VENDOR'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE CONDITIONS AND REGULATIONS CONTAINED HEREIN WILL NOT BE CONSIDERED.

NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF THE LAWS OF NEW YORK, 1965)

By submission of this bid, the vendor certifies that:

- 1) This bid has been independently arrived at, without collusion with any other bidder or with any competitor or potential competitor;
- 2) This bid 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 vendor, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid;
- 4) The person signing this bid 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 vendor as well as to the person signing on its behalf;
- 5) That attached hereto (if a corporate vendor) is a certified copy or resolution authorizing the execution of this certificate by the signing party on behalf of the corporate bidder.

The total number of pages contained in this package should be **ten (10)** including attachments. If any pages are missing, please contact the Purchasing Division.

Anti-Discrimination 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 bona fide occupational qualification), sexual orientation (where applicable) or status as a participant in Workforce Investment Act (WIA) funded programs (where applicable). The Board encourages participation of women and minority owned business enterprises in all its procurement opportunities and has a goal of increasing participation of MWBE organizations in its procurement activities.

VENDOR NAME:

VENDOR ADDRESS:

CONTACT PERSON: _____

CONTACT PERSON'S TELEPHONE NUMBER: _____

CONTACT PERSON'S EMAIL: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNER'S NAME: _____

AUTHORIZED SIGNER'S TITLE: _____

MAIL BIDS TO:

NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION, ROOM 214
P.O. BOX 69
NIAGARA FALLS, NEW YORK 14302-0069

DELIVER BIDS TO:

NIAGARA FALLS WATER BOARD
C/O PURCHASING DIVISION, ROOM 214
745 MAIN STREET
NIAGARA FALLS, NEW YORK 14301

BIDS SUBMITTED BY FACSIMILE OR ELECTRONIC MEANS ARE UNACCEPTABLE

SPECIFICATIONS AND TERMS (Page 1 of 4)

1. Bids will be received by the Purchasing Division on behalf of the Board at 745 Main Street, Niagara Falls, New York 14301, Room 214 for the provision of electrical preventative maintenance on an annual basis as described herein.
2. The term of this contract/agreement shall be for one year from date of award. The Board shall have the option to renew this agreement annually for up to two (2) additional one year terms. This agreement shall renew automatically one year from the date of award each year (up to two (2) additional years) unless the Board notifies the successful vendor of its intention to terminate the agreement no later than thirty (30) days prior to the end of the then-current term. All pricing must remain firm for the entire aforementioned term.
3. Following the opening of the valid submissions, the Board will conduct its due diligence. Once the due diligence investigation is completed, the Board shall either reject all bids or the lowest responsible bid will be submitted to the members of the Board for possible award via majority vote.
4. Upon award of this offering, the successful vendor(s) must also submit to the Purchasing Division certificates of insurance which meet all of the requirements set forth in the attached “Niagara Falls Water Board Insurance Requirements.” Said certificates of insurance must be received by the Purchasing Division 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.
5. Vendors shall submit a single price per year to provide all required preventative maintenance in accordance with these specifications and terms.
6. Each submission must include a bid bond or certified check payable to the “Niagara Falls Water Board” in an amount equal to 10% of the price quoted for the first year’s preventative maintenance. Failure to meet this requirement may result in the disqualification of your submission from consideration.
7. A performance bond will be required of the successful vendor in form and substance with sureties approved by the Board’s legal counsel in the amount of 100% of the price quoted for the first year’s preventative maintenance. Said bond must be received by the Purchasing Division 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.
8. Any vendor wishing to withdraw a bid may do so at any time prior to the scheduled time for the bid opening. No bidder may withdraw its bid after that time, and the bids shall be and remain firm for a period of sixty (60) days thereafter.
9. The successful vendor will be required to complete all of the maintenance tasks included herein.
10. Certain labor tasks/services require the payment of prevailing wage in accordance with state law. If this offering includes such labor tasks/services, the requirements of same shall be set forth in the section entitled “PREVAILING RATE SCHEDULE” herein. Certified payroll reports will be required before payments are made

SPECIFICATIONS AND TERMS (Page 2 of 4)

11. The work to be performed under this offering includes the furnishing of all labor, materials and equipment necessary to complete all of the maintenance tasks set forth herein.
12. All work completed hereunder shall be in accordance with the manufacturer's specifications and/or recommendations.
13. Maintenance shall include: Visual inspection of the electrical distribution system(s) ("EDS"); infrared thermographic inspection of the EDS; a transformer oil analysis and de-energized preventative maintenance as set forth herein.
14. The visual inspection of the EDS shall take place before any thermographic inspection or preventative maintenance is performed. Vendor shall report any deficiencies discovered during the inspection, so that corrective action can be taken with the approval of the Chief Operator. A comprehensive report of the results of the inspection, together with recommendations for corrective action shall be supplied to the Board within thirty (30) days of the completion of the inspection.
15. The infrared thermographic inspection of the EDS shall take place before any preventative maintenance is performed. Vendor shall report any deficiencies discovered during the inspection, so that corrective action can be taken with the approval of the Chief Operator. A comprehensive report of the results of the inspection, together with recommendations for corrective action shall be supplied to the Board within thirty (30) days of the completion of the inspection.
16. The transformer oil analysis shall consist of taking a sample and analyzing same for the following contents:
 - a. Gas in oil analysis;
 - b. Water content;
 - c. Acid content;
 - d. Interfacial tension;
 - e. Color analysis;
 - f. Dielectric Strength;
 - g. Specific Gravity; and
 - h. PCB Content
17. The de-energized preventative maintenance shall consist of all of the tasks set forth in Paragraphs 18 through 30 herein.

Outdoor Building Medium Voltage Switchgear

18. Vendor shall be responsible for inspecting, cleaning, testing and calibrating the preventative relays for the Square D breakers as follows: Six (6) GE 121FC77B1A phase relays and Two (2) GE 121FC77B1A neutral relays.
19. Vendor shall conduct maintenance service and testing of Two (2) Square D Type VAD-3 15kV, 1200amp circuit breakers.

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20. Vendor shall service Two (2) breaker cubicles and rear connection compartments of the switchgear.
21. Vendor shall conduct Basler capacitance trip unit maintenance.

Battery Bank and Charger (Generator Room)

22. Vendor shall load test 40 control power batteries to determine suitability of service.

Indoor Generator Room Switchgear

23. Vendor shall be responsible for inspecting, cleaning and testing of One (1) 750 kVA 4160-480Y277 dry-type transformer (#T-1E). This shall include, but not be limited to: checking and tightening primary, secondary, ground and tap connections; inspecting insulators, spacers and pancake windings; checking for loose iron and/or damaged coils; inspecting the insulation; inspecting for loose mounting and support; inspecting for adequate electrical clearance; inspecting for signs of overheating; checking bases or supports insulators; performing an insulation resistance test and a turn to turn ratio test.
24. Vendor shall conduct maintenance service and testing of Two (2) Siemens 5-GM 350-122 circuit breakers (generators).
25. Vendor shall be responsible for inspecting, cleaning, testing and calibrating the protective relays as follows: Six (6) GE 121FC51AD-1A relays; Two (2) GE 121CW51A2A relays and Two (2) GE 121AC51A801A relays.
26. Vendor shall perform maintenance service and testing of Two (2) Siemens 5-GM-350-1200 circuit breakers (utility feed).
27. Vendor shall be responsible for inspecting, cleaning, testing and calibrating of protective current relays as follows: Six (6) GE Cat #121AC51A802A relays and Two (2) CE Cat# 121AC51A801A relays.
28. Vendor shall service Four (4) breaker cubicles and rear connection compartments.

Additional Tasks Required

29. Vendor shall also perform maintenance service and testing of the Square D, 480V, 2000 amp circuit breaker for motor control center No. 1.
30. Vendor shall also perform maintenance service and testing of the EHC-4, 480V, 500 amp breaker.

Additional Requirements

31. Successful vendor(s) shall submit a detailed report following completion of service which shall include all readings, test data, report analysis and recommendations.

SPECIFICATIONS AND TERMS (Page 4 of 4)

32. The required preventative maintenance shall be performed during the hours of 8:00 a.m. and 3:30 p.m. unless otherwise agreed by the Board and the vendor, and shall be scheduled at mutually agreeable times and dates.
33. The Board shall provide and make available a qualified electrician to perform certain required tasks (isolation and reconnection of equipment, removing and replacing equipment covers, lock out/tag out of the EDS, etc.) at the vendor's request.
34. The quoted price for the maintenance shall include all costs for labor, mileage and travel time, as well as charges for goods, parts and supplies necessary to perform the tasks set forth herein. The Board will pay no additional charges for any of these items.
35. Vendors shall submit periodic invoices following the completion of work, together with certified payroll records (if required) to the Niagara Falls Water Board at 5815 Buffalo Avenue, Niagara Falls, New York 14304 for approval, after which payment will then be made. Each invoice should include a detailed list of work performed, including dates, times and locations.
36. The vendor shall observe and comply with all Federal, State and local codes, ordinances, laws and regulations in force, and shall protect and indemnify the Board, its officers, agents and employees against any claims or liability arising from or based on any violation of same, to the maximum extent allowable by applicable law.
37. Additionally, the vendor shall comply with all Federal, State and local regulations governing the furnishing and use of safeguards, safety devices and protective equipment, and take any other needed actions on its own responsibility as reasonably necessary to protect the life and health of employees on the job and safety of the public and to protect the site for the duration of this contract/agreement.
38. The vendor must have all required licenses and/or permits from all governmental agencies necessary for the performance of work hereunder.
39. If you wish to inspect the site or have questions regarding the maintenance, materials or operations referenced herein, please contact Technical Services Director Douglas Williamson at 716-283-9770 x229.
40. For questions regarding the specifications, please contact Purchasing Agent Douglas Janese at 716-286-4372.

Prevailing Wage Rate Schedule

The successful vendors shall meet the requirements of this section as required by state law. If this section does not include information with respect to a location, project type, PRC# or effective dates, it has been determined that there are no prevailing wage requirements for this offering.

The successful vendor shall pay not less than the prevailing wage rate established by the New York State Department of Labor. The Wage Rate Schedule, as prepared by the Department of Labor, hereby becomes part of the contract/agreement.

Prevailing Wage Rate Schedule

Location: Various

Project Type: Provision of certain electrical maintenance work at the water and wastewater plants on an annual basis

PRC#: 2019013731

Effective Dates: 2019 through 2020

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website (www.labor.state.ny.us). Updated PDF copies of the schedule can be accessed by entering the assigned PRC# at the proper location on the website. Rates can also be obtained by contacting the Department of Labor at 585-258-4505.

If you do not have internet access, you may contact the Purchasing Division at 716-286-4371 to request a copy of the prevailing rate schedule for this project.

The successful vendor will present a certified payroll report at the time of each billing to the Board for work performed for this project, or no payment will be made until such report is received.

Price Sheet

REMINDER: Vendor shall quote a single price for all required maintenance in each year as set forth herein. The submitted price must encompass Vendor's costs for travel, labor, materials, taxes, fees and all other costs.

VENDOR NAME: _____

TOTAL PRICE FOR ALL REQUIRED ANNUAL ELECTRICAL PREVENTATIVE MAINTENANCE PER THE ATTACHED SPECIFICATIONS:

YEAR 1: _____

YEAR 2 (If Renewed): _____

YEAR 3 (If Renewed): _____

NIAGARA FALLS WATER BOARD INSURANCE REQUIREMENTS

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) per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.