

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town Clerk, Town of Yorktown, in the Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, until 11:00 AM on the 9th day of July, 2015 for Computer and Networking Equipment 2015.

Specifications may be obtained at the Office of the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598 during regular business hours.

The bidder assumes the risk of any delay in the mail, or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having the bids in at the time and the place specified above. All bids are to be returned to the Town Clerk, 363 Underhill Avenue, Yorktown heights, NY 10598, marked: **Bid: Computer and Networking Equipment.**

The Town Board reserves the right to reject any or all bids and to accept that bid which it deems most favorable to the interest of the Town of Yorktown.

Alice E. Roker
Town Clerk
Town of Yorktown

Town of Yorktown

BID: Computer and Networking Equipment Purchase 2015

The Bid Documents consists of the following documents:

1. **Notice to Bidders**
2. **Part One** Summary of Bid and Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Non-Collusive Bidding Certificate**

A completed bid will consist of:

1. One copy of the **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions from any of the bid documents taken by Bidder; and
2. A copy of bidder's current NYS Tax ID Certificate
3. A signed Non-Collusive Bidding Certificate

Bidder should be aware that any required information which is not supplied or any exception taken to any of the bid documents may, at Town's option, render such bid non-responsive.

If the bid is awarded by Town, the bid award will constitute a contract between the successful bidder and the Town of Yorktown. The Town Clerk will notify the successful bidder in writing. Successful bidder will be required to submit to the Town a completed W-9 form

PART ONE

SUMMARY OF BID

The Town of Yorktown seeks bids from qualified parties to supply the following goods: **Computer and Networking Equipment 2015**, the specifications of which are more fully set forth in Part Three of this document.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Part of this bid package including the Summary of Bid, Specifications, General Terms and Conditions (and any Appendices), the Non-Collusive Bidding Certificate. These documents set forth the character and quality of the work and materials to be provided by the bidder.

Bidders shall have five (5) business days prior to the bid opening date to bring to the attention of the Town Clerk any errors or defects in these specifications which would prevent Bidder from providing a responsive bid.

Bidder must be fully qualified to deliver the goods specified in the Specifications. The town reserves the right to request references from other parties for which Bidder has provided similar goods.

Town of Yorktown
BID: Computer and Networking Equipment 2015

Bidder's Name: _____

BID PROPOSAL FORM

Base Bid: Computer and Networking Equipment as per attached Base Specifications:
\$ _____

Option 1	\$ _____
Option 2	\$ _____

The lowest responsible bidder will be based on the lowest base bid excluding options.
Prices bid must cover all bidders' costs. There shall be no additional charges to the Town for delivery, etc.

The Town may award a bid based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 (available online and at the Town Clerk's Office).

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid is entered; (2) he has read the complete Request for Bid and understands all provisions; (3) if accepted by the Town, this bid is guaranteed as written and will be implemented as stated; (4) by submitting its bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Terms and Conditions of Bid; (5) mistakes in writing of the submitted bid will be the bidder's responsibility; and by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

(List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.)

Town of Yorktown
BID: Computer and Networking Equipment

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

BIDDER'S D/B/A NAME (if any) _____

Name of person authorized to submit bid for bidder:

Signed: _____

[Signature of authorized person]

TITLE of authorized person: _____

BIDDER'S CORPORATE NAME: _____

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____ @ _____

- END OF BID PROPOSAL FORM -

PART TWO

General Terms and Conditions of Bid

<u>Article Numbers</u>	<u>Heading</u>
I.	QUALITY AND SAMPLES
II.	INTERPRETATION AND APPROVAL
III.	NON-COLLUSION
IV.	BID QUOTATIONS
V.	LATE BIDS
VI.	BID OPENING
VII.	ACCEPTANCE OR REJECTION
VIII.	AWARD
IX.	NOTICE OF AWARD
X.	DELIVERY POINT
XI.	DATE OF DELIVERY
XII.	DAMAGES
XIII.	WARRANTY/GUARANTEE
XIV.	BREACH OF CONTRACT AND TERMINATION
XV.	ASSIGNMENT PROHIBITED
XVI.	REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS
XVII.	SPECIAL REQUIREMENTS

I. **Quality and Samples**

1.1 *All equipment, material and supplies bid upon must conform to the description and specifications stated in the bid document.* No substitutions will be allowed in this process unless requested and approved in writing. Substitution requests will only be granted if a product specified herein is superseded or discontinued during the acquisition process and is no longer available.

1.2 If Bidder proposes to furnish the items specified in the bid document, Bidder shall fill in the unit price and the total price in the appropriate spaces on the bid form included herewith.

II. **Interpretation and Approval**

2.1 No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made not later than five (5) working days prior to the date fixed for the opening of bids and must be made in writing, addressed to:

Alice Roker, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document.

2.2 Interpretation of the bid specification shall be decided by Town Clerk. The Town Clerk's decision shall be final and binding on all parties.

III. **Non-Collusion**

Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in this bid document. Failure by Bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid proposal by Town.

IV. **Bid Quotations**

Prices quoted are to include indoor delivery of all equipment to Yorktown Town Hall located at 363 Underhill Avenue, Yorktown heights, NY 10598 during regular business hours

All equipment provided must be new, in factory sealed boxes with full factory warrantee. All items must be exactly the model specified. No "grey Market", remanufactured or "B" inventory products will be accepted in this acquisition process

Purchases by the Town of Yorktown are not subject to any Federal, State, or Local taxes.

Unit price and total price of each item quoted shall be written in ink, or typed, in the space opposite the name of the item listed on the bid proposal form.

No bids will be considered acceptable unless properly made out on the bid proposal forms provided by Town and signed by Bidder in ink.

In the event of a discrepancy between the unit price and the total price of the bid proposal form, the unit price will govern. All prices must be quoted "per unit" quantity specified. (e.g. do not quote "per case" when "per dozen" is requested). All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, Bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate. Failure to comply with the provisions of this paragraph may be grounds for rejection of the bid proposal by Town.

V. **Late Bids**

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

VI. **Bid Opening**

Sealed Bids will be publicly opened on the date, day and time specified in the notice included in the bid documents. Bids may be read aloud to those persons present when practicable. Any Bidder may request to review the bid proposals submitted by arranging a mutually convenient time when bids may be reviewed with the Town Clerk

VII. **Acceptance or Rejection**

The Town reserves the sole right to waive any informality, to reject any or all bids, and Town's decision shall be final and binding on all parties and will reject the bid of any company or organization known to the Town to have failed in the execution of any similar bidding process with any municipality or government agency

VIII. Award

Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.. The lowest bid price shall be calculated by the Town based on the base bid; ie, prices bid for optional items shall be excluded from the determination of lowest bid price.

Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

The Town reserves the right to adjust quantities purchased of any item listed in this bid document prior to final bid award

Items placed in the "Optional" section of this document may or may not be purchased as part of this process. The successful bidder will be notified at bid award which, if any, of the optional items will be purchased.

IX. Notice of Award

If the bid is accepted by Town, successful bidder (also referred to herein as "Vendor") will be notified in writing by the Town Clerk. Bidder will be required to submit a fully completed W-9 form with its first invoice

X. Delivery Point

Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 9 a.m. to 4 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or Bidder due to the failure of Bidder to comply with this requirement will be the responsibility of Bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.

Delivery of all equipment must be made to the Town of Yorktown within thirty (30) calendar days (sooner is preferred) after the notice of bid award is provided to the successful bidder. The Town reserves the right to cancel bid award of successful bidders who fail to deliver equipment in the required 30 day delivery period.

Equipment may not be drop shipped in single or multiple shipments via common carrier. The Town Hall facility is not equipped with a loading dock. Delivery of all items must be made in 1 single shipment and must be unloaded and placed into the Town Hall building by the successful bidder or the bidders authorized delivery agent. Equipment will be inspected at the time and point of delivery by the Town and any items that appear to be damaged in shipment or not meeting the bid specification will be refused. The successful bidder will then have 5 business days to replace any such items refused at delivery. The successful bidder will notify the Town 3 business days in advance of the intended delivery day so that the Town may be prepared to receive and inspect the equipment.

XI. **Date of Delivery**

Delivery of all bid items under this bid shall be made not later than the date specified in the bid document. If Bidder cannot meet the delivery date specified in the bid document, Bidder shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

XII. **Damages**

Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Any bid item damaged or broken when delivered to Town shall be replaced immediately by Bidder. Town shall notify Bidder of damaged or defective goods in writing within ten (10) business days from the date of delivery. The remedies available to the Town in this Article shall be in addition to available remedies provided in the Article entitled Breach of Contract, below.

XIII. **Warranty/Guarantee**

By submitting its bid, Bidder is deemed to warrant and guarantee as follows:

- 13.1 All manufacturer's warranties must be supplied at time of delivery.
- 13.2 Except as noted in the Summary of Bid and the Specifications, any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 13.3 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of Bidder to advise Town in the bid proposal if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by Bidder, free of charge. All replacements shall carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

XIV. **Breach of Contract/Termination**

If Bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases Bidder agrees to reimburse Town promptly for excess costs occasioned by

such purchases. Should the cost be less, Bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing, Town reserves the right to terminate the Contract upon breach upon within ten (10) days of notice provided to Bidder.

XV. **Assignment Prohibited**

Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

XVI. **Representations as to Revision of Solicitation**

If any questions or responses require revision to the bid solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appear to materially changes any portion of the solicitation must not be relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

XVII. **Special Requirements**

Special requirements for any bid proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all bid proposals.

PART THREE
SPECIFICATIONS

Base Equipment Bid Specifications

Server Software

Qty.			
2	Microsoft	P73-06299	MS Windows Server 2012R2 Standard Government License.
50	Microsoft	R18-04292	MS Windows Server 2012 Standard Government Device CAL.
20	Microsoft	6VC-02079	MS Windows Server Remote Desktop CAL.
1	XSEWZU0-E11GS		Symantec Backup Exec 2015 Server Gov Version Upgrade License.
2	K3GPWZU0-E11GS		Symantec Backup Exec 2015 Remote Agent Gov Version Upgrade License.

Rack & UPS Equipment

Qty.			
1	APC	AP9630	Smart UPS Network Controller Card
2	ATEN	2L5203U	Aten 10' USB KVM Cable Assembly.

Server Equipment

Qty.			
2	HP	777339-S01	DL380P-G9, E5-2640V3 2.60, 8 Core, 32GB, SAS P440 / 2GB, RPS.
4	HP	652564-S21	DL380P-G9 300GB 2.5" Dual Port 10K RPM 6G SAS Hot Swap Drive.
11	HP	652583-S21	DL380P-G9 600GB 2.5" Dual Port 10K RPM 6G SAS Hot Swap Drive.
2	HP	720865-B21	DL380P-G9 2U Cable Management Arm For Ball Bearing Rail Kit.
2	HP	U7AH5E	DL380P-G9 3 Year To 5 Year NBD Hardware Warranty Upgrade.
1	HP	726911-B21	HP H241 2 Port SAS External Host Bus Adapter.
1	HP	EH969A	HP Ultrium 6250 SAS Internal Tape Drive With 1 Tape.
1	HP	C7978A	HP Ultrium Cleaning Tape.
21	HP	C7976A	HP Tape Media For Ultrium 6250 Drive.
4	CTG	03134	Cables To Go 10' Rack Length Power Cords.

Computer Equipment

Qty.			
1	Pan	CF-52VAABY1M	Toughbook CF52 i5 3360M, 15.4WXGA, 500GB, 4GB, WiFi A/B/G/N 3Yr.
2	HP	M5G92UT	HP ProBook 650 G1, i5-4210M 4GB, 500GB, 15.6 LED Win7 Pro 64 with Win8.1 Pro License, vPro, 6-Cell 55Wh (3y), 3/3/0
2	HP	H6Y75UT	Memory Expansion From 4GB To 8GB
2	HP	U7869E	Warranty Extension From 3 To 5 Years
2	HP	QY777AT	Wired 2 Button USB Mouse With Roller

SPECIFICATIONS (CONT.)

Desktop Software

Qty.

27 Microsoft 021-10278

Microsoft Office 2013 Standard, Government License.

Optional Items

The following items should be quoted as optional. The Town will advise at the time of bid award if any of these options or items will be included in the purchase.

Option 1: Provide item listed below.

Qty.

1 HP 652583-S21 DL380P-G9 600GB 2.5" Dual Port 10K RPM 6G SAS Hot Swap Drive.

Option 2: Provide item listed below

Qty.

1 HP 719049-B21 HP DL380p Gen9 Intel® Xeon® E5-2640v3 Processor Kit

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

State of New York)
County of _____)ss.:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)