



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: December 11, 2020

Subject: FIRE ALARM & SMOKE DETECTOR SYSTEM MAINTENANCE

Bid No.: 217036-002

Effective Dates: Extended through December 31, 2022

Vendor #: 110586

Vendor: JOHNSON CONTROLS FIRE PROTECTION
6850 Main Street, Suite 3
Williamsville, NY 14221
Contact: Michael Zyglis

Telephone: 716-633-8465

Pricing: per attached document



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

November 25, 2020

Johnson Controls
6850 Main Street, Suite 3
Williamsville, NY 14221
Attn: Sandra M. Lafrado

Re: Bid #217036-002 - "Fire Alarm & Smoke Detector Maintenance"

Dear Ms. Lafrado:

The County of Erie wishes to extend this agreement for an additional contract period, through December 31, 2022, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend ☐ No, I do not wish to extend

Company Name: Johnson Controls Fire Protection

Representative (Please print): Michael D. Zyglo Title: Mark X Director

Signature: [Signature] Date: 12/1/2020

Sincerely,

James D. Kucewicz
Buyer

[Signature]
Vallie M. Ferraraccio
Director of Purchase

12/8/2020
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 23RD DAY OF FEBRUARY, 2017

by and between SIMPLEX GRINNELL

of 6850 MAIN STREET, SUITE 3, WILLIAMSVILLE, NY 14221

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on JANUARY 25, 2017 at 11:00AM

for: FIRE ALARM & SMOKE DETECTOR SYSTEM MAINTENANCE

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$41,600.00,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 217036-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

X _____ Upon delivery, completion and approval of the
work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

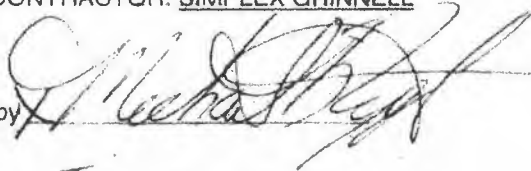
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: SIMPLEX GRINNELL

by _____
Director of Purchase

by



Date _____

Title Total Service Manager

Date 3/1/17

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: James D. Kucewicz, Buyer (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 217036-002

OPENING DATE: JANUARY 20, 2017 TIME: 11:00 AM

FOR: FIRE ALARM & SMOKE DETECTOR SYSTEM MAINTENANCE

SIMPLEX GRINNELL
6850 MAIN ST SUITE 3
WILLIAMSVILLE NY 14221

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- | | | |
|------------|-----------------------------|---|
| <u>X</u> | EXHIBIT "A" | - Assignment of Public Contracts |
| <u>X</u> | EXHIBIT "B" | - Purchases by Other Local Governments or Special Districts |
| <u> </u> | EXHIBIT "C" | - Construction/Reconstruction Contracts |
| <u> </u> | EXHIBIT "D" | - Bid Bond (Formal Bid) |
| <u>N/A</u> | EXHIBIT "E" | - Bid Bond (Informal Bid) |
| <u>X</u> | EXHIBIT "EP" | - Equal Pay Certification |
| <u>X</u> | EXHIBIT "F" | - Standard Agreement |
| <u>X</u> | EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <u>X</u> | EXHIBIT "H" | - MBE/ WBE Commitment |
| <u>X</u> | EXHIBIT "IC" | - Insurance CLASSIFICATION "A" |
| <u> </u> | EXHIBIT "P" & EXHIBIT "PBI" | - Performance Bond |
| <u> </u> | EXHIBIT "Q" | - Confined Space Program Certification |
| <u>X</u> | EXHIBIT "PW" | - NYS Prevailing Wage |

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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 his 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 any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the 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.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 20th day of January, 2017

TERMS net 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME Simplex Grinnell

ADDRESS 6850 Main St - Ste 3

Williamsville, NY ZIP 14221

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Michael Egglis

TITLE Total Service Manager TELEPHONE NO. (716) 650-6924

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

Page 2 of 6 Pages

BID NO. 217036-002

Ship to:
 Attention:
 Address:

Ship Via:
 Date Required at Destination:

| ITEM NO. | QUANTITY | U/M | CATALOG NO./DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|-----|--|------------|-------------|
| | | | Please furnish pricing for maintenance of Simplex Fire Alarm and | | |
| | | | Smoke Detector Systems at 25 Delaware Avenue, 92 Franklin | | |
| | | | Street, 77 West Eagle Street (Law Library) and 110 Franklin Street | | |
| | | | Ticor Building) per the attached specifications | | |
| | | | | | |
| | | | Cost per year: | | |
| | | | January 1, 2017 – December 31, 2017 | | \$ 20,800 |
| | | | January 1, 2018 – December 31, 2018 | | \$ 20,800 |
| | | | | | |
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NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

NAME OF BIDDER Simplex Grinnell

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Maintenance Specifications for: Simplex Fire Alarm and Smoke Detector Systems at
25 Delaware, 92 Franklin, 77 W. Eagle (Law Library),
110 Franklin (Ticor Building) for the two year term:
Jan. 1, 2017 - Dec. 31, 2018

ARTICLE I GENERAL

1001 The services to be performed under contract as per these specifications shall consist of furnishing all materials, labor, tools, and equipment necessary to provide inspection and complete maintenance of the equipment herein described. Full service shall include systematic inspections, preventive maintenance to test, inspect, clean, calibrate main fire panels and all associated equipment, repair and/or replacement of parts up to \$25.00/part per visit, for all fire and smoke alarms at locations listed in this specification.

ARTICLE II COMPETENCY OF BIDDER

2001A The bidder shall have had a qualified service organization in active operation for a minimum of five years. The bidder shall have an established, certified fire and smoke alarm service agency, capable of performing all work described herein. No portion of this contract shall be subcontracted to others. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary personnel, and organization, and that he possesses facilities located within the County of Erie, to properly fulfill all the services and conditions required under these specifications. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either governmental or commercial, an unsatisfactory record of performance in connection with inspection or repair of the type of systems specified herein.

2001B Bidder must be able to perform diagnostics and repairs of the printed circuit boards and zone addressable modules. Bidder must be able to provide competency on the following Simplex Life Safety Systems.

2001B-1 Software: Bidder must be a trained vendor in the concepts of the executive operating program of the Simplex 2120, 4010, 4100, 4120. In the event of a malfunction, prospective bidder must have direct access to newly manufactured replacement parts and be able to install program and warranty said parts for a minimum period of (1) one year. Newly manufactured replacement parts shall be OEM, UL listed & ISO 9000. Bidder must maintain spare parts inventory and have 24 hr. access to all listed parts. Bidder must have at least three technicians in their employ that are factory trained and certified to maintain and service all Simplex systems.

2002 Each bidder shall submit, as requested by the owner: the number of the qualified service technicians to provide (24) twenty-four hour service, certification of all technicians to verify qualifications as certified by a major equipment manufacturer and/or as certified under the laws administered by the New York State Dept. of Labor, the (24) twenty-four hour emergency service phone number, and a list of customers who the contractor has successfully contracted with for services.

2003 The bidder shall be responsible for making an initial inspection of the equipment and facilities to be serviced, to adequately familiarize themselves with the building. Bidder shall have adequate knowledge of the systems being quoted to provide uninterrupted operation of all equipment. Any omissions or deletions by the bidder shall not be cause for increases or changes at a later date.

2004 The bidder shall provide adequate workman's compensation and liability insurance coverage acceptable to the Erie County Purchasing Department.

ARTICLE III QUALIFICATIONS OF BIDDERS

3001

The successful bidder must furnish at the time of the bid opening, and attached to and made a part of his bid the following:

1. An inventory of spare parts now on hand in the bidders shop for repair of the equipment listed under attached equipment sheets. If the bidder does not now own such parts, as an alternate, a list of parts which the bidder deems necessary to satisfactorily service this equipment for uninterrupted daily operation may be submitted together with a tabulation of procurement lead time for each item, and a statement that, in the event that the bidder is awarded this contract for service, he will immediately order and expedite delivery of such parts.
2. Names of any full time technicians now on the payroll of the bidder who are factory trained in the maintenance and repair of equipment. Indicate for each person the number of years experience repairing such equipment.
3. References are required. List (3) three customers in Erie County who are currently employing the bidder for maintenance service on fire alarms and smoke detector systems.

ARTICLE IV PAYMENTS

4001

Payments in the amount stipulated in the contract shall be made in arrears of service, upon submission of properly certified vouchers and invoices. At the termination of any individual service requirement under this contract, payment shall be made for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

ARTICLE V FAILURE to COMPLY

5001

The County of Erie reserves the right to make inspections and tests at any time when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the contractor place the systems in condition to meet these requirements. If the contractor fails to comply with such demands, within a reasonable time, the County of Erie may by written notice to the contractor terminate his right to proceed further with the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the contractor or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned.

The County of Erie may terminate the contract if it deems that the contract is not satisfactorily performed in accordance with the standards herein specified. In the event of such termination, the County of Erie may refuse to award future contracts to such contractor.

ARTICLE VI SCOPE OF WORK

6001

This invitation to bid assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair charges will be submitted for approval. Should these restoration charges be declined, those nonmaintainable items will be eliminated from the program and the agreement price adjusted accordingly.

6002

Repair, replacement and emergency service provisions apply only to the systems and equipment covered. Repair of nonmaintainable parts shall not be included in this agreement as per Section 6001 above.

6003

Replacement of defective or worn component parts, **shall be included in this agreement**, with the exception of nonmaintainable items. Nonmaintainable items shall include: items found to be nonmaintainable per Section 6001, horns, bells, pull stations, water flow switches and batteries.

6004

Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractor's control other than fair wear and tear, shall not be the responsibility of the contractor.

6005

Worn, failed, or doubtful components and parts shall be replaced by the contractor. Replacement parts shall be a duplication of existing make and manufacturer or manufacturer's suggested replacement substitute, to minimize system depreciation and obsolescence. The owner shall approve all substitutes prior to their installation. Material, parts (within the limitations set forth in Section 6003) and labor costs of such replacements, shall be covered by the contract price

6006 Emergency Service shall be provided (24) twenty-four hours a day to minimize down time and inconvenience. Emergency service required during normal business hours for the trade, shall be provided without charge for labor or traveling expenses. Labor and travel expenses incurred during emergency service calls outside of normal business hours for the trade, shall be invoiced separately from this contract to the owner, at the contractors prevailing overtime rate. If for any reason a system should be out of service for more than the usual inspection or trouble shooting time, the contractor shall notify the Erie County Division of Buildings & Grounds office with the reason why, and what time the system is expected to be put back in service for proper and safe operation.

Contractor shall provide a list of names and emergency telephone numbers that can be contacted for emergency service, nights, weekends and holidays. Owner shall be supplied a list of current labor and travel expense rates for normal business hours, overtime rates, holiday and weekend rates, and mileage rates for call in hours.

6007 Upon completion of all testing and/or emergency services, contractor shall certify in writing that each system is 100% operational. Copies of this report shall be delivered or mailed to Erie County Buildings & Grounds office, also copies maintained by the contractor. Contractor shall supply and maintain on premise, as directed by the owner, a servicing log book documenting all occurrences, and time spent by the contractor's service technician. Specific items that were inspected or serviced shall be listed in the log book, so as to prevent repetition on future inspections. The contractor shall maintain on the premises, all drawings and prints, outlining all electrical and mechanical repairs, replacement, or adjustments performed on the equipment. These drawings and prints shall be available at all times for Erie County inspection and upon termination of the contract shall become the property of Erie County.

6008 EQUIPMENT LISTING

Where possible, the owner shall provide the bidders with a list of equipment to be covered under this agreement. Where partial or incomplete listings exist, it shall remain the contractor's responsibility to assure that all systems (as listed in Article I) operation and integrity is maintained at all times.

6009 QUARTERLY FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on a quarterly basis. (Four times per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each quarterly inspection.
- c. City trip circuits and devices shall be verified at the owner's site and at the appropriate fire agency, utilizing an active alarm initiating device with each quarterly inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. Twenty-five percent (25%) of manual initiating devices shall be activated and alarm verified at the main panel four times per year. This operation may be scheduled at a time other than the quarterly inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections may be split 25% each time to assure 100% inspection in contract year. Log book shall list devices checked at each
- f. Smoke heads shall be cleaned on a quarterly basis 25% on each quarterly visit so as to assure 100% of the buildings smoke heads are cleaned annually.

All audible and visual alarm devices shall have their operation verified at each quarterly inspection.

- g. Clean and lubricate all main control panels and secondary equipment (fans, motors, filters, relays etc.) as necessary.

6009.25

SEMIANNUAL FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on a semiannual basis. (two times per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each semiannual inspection.
- c. City trip circuits and devices shall be verified at the owner's site and at the appropriate fire agency, utilizing an active alarm initiating device with each semiannual inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. Fifty percent (50%) of manual initiating devices shall be activated and alarm verified at the main panel two times per year. This operation may be scheduled at a time other than the semiannual inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections may be split 50% each time to assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. All audible and visual alarm devices shall have their operation verified at each semiannual inspection.
- g. Clean and lubricate all main control panels and secondary equipment (fans, motors, filters, relays etc.) as necessary.

6009.50

ANNUAL FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on an annual basis. (once per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each annual inspection.
- c. City trip circuits and devices shall be verified at the owner's site and at the appropriate fire agency, utilizing an active alarm initiating device with each annual inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. One hundred percent (100%) of manual initiating devices shall be activated and alarm verified at the main panel. This operation may be scheduled at a time other than the annual inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections must assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. All audible and visual alarm devices shall have their operation verified at each annual inspection.
- g. Clean and lubricate all main control panels and secondary equipment (fans, motors, filters, relays etc.) as necessary.

ARTICLE VII DEVICE REPLACEMENT

Devices which, in the opinion of the contractor, can no longer be serviced or repaired, shall be replaced by prior authorization of the owner.

ARTICLE VIII ADDENDUM or CHANGE

8001 Any omissions or deletions in this specification, which the bidders feel should be either added or subtracted, and could result in attaching an addendum shall be discussed with the owner's agents within a period not to exceed two weeks prior to the scheduled bid opening.

8002 OWNER'S AGENTS

Erie County Department of Public Works
Division of Buildings and Grounds
95 Franklin
Buffalo, NY 14202

Earl C. Zeeb 858-4991



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: January 13, 2017

SUBJECT: **ADDENDUM NO. 1 Erie County Bid #217036-002**
Fire Alarm & Smoke Detector System Maintenance

The attention of all bidders is directed to the following changes in the above bid:

1. Bid opening date has been changed to January 25, 2017 at 11:00am.

2. Article 6009 has been changed to read:

6009

FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. All **inspection and cleaning to be done after business hours 6 PM -7AM or County Holidays**. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits.
- b. Local alarms shall be energized, using an active alarm initiating device with each inspection.
- c. City trip circuits and devices shall be verified at the owner's site and at the appropriate fire agency, utilizing an active alarm initiating device with each quarterly inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. Manual initiating devices shall be activated and alarm verified at the main panel at time of inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections may be split 25% each time to assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. Smoke heads shall be cleaned on an annual basis.

g. Inspections as Follows:

25 Delaware / 92 Franklin to be Semi Annual
Law Library to be Annual
Ticor (Testing Only) Annual

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

14. **GRATUITIES, ILLEGAL OR IMPROPER SCHEMES.** The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **INSURANCE** shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. **ANY CASH DISCOUNT** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **CHANGES IN THE WORK.** The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. **BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. **ANY ADDITIONAL INFORMATION** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

County of Erie
DIVISION OF PURCHASE

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Simplex Grinnell

ADDRESS OF PRINCIPAL OFFICE STREET 50 Technology Dr
CITY Westminster

AREA CODE 978 PHONE 731-2500 STATE MA ZIP 01441

Check one: CORPORATION _____ PARTNERSHIP ☒ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 6850 Main St - Ste 3
CITY Williamsville

AREA CODE 716 PHONE 650-6925 STATE NY ZIP 14221

NAMES AND ADDRESSES OF PARTNERS: