



COUNTY OF OSWEGO PURCHASING DEPARTMENT

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

March 16, 2010

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126 until **2:00 p.m., Tuesday, April 6, 2010** for:

MAINTENANCE OF FIRE PROTECTION SYSTEMS AT PUBLIC SAFETY BUILDING

Specifications are available in the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m.

Bid Security in the form of a Bid Bond or Certified Check must accompany each bid in the amount of 5% of the Total Base Bid. A Performance Bond and Labor and Material Payment Bond are a part of the Contract Documents and must be furnished by the successful bidder in the amount of 100% of the Contract.

Attention is called to the provisions for Equal Employment Opportunity, and payment of not less than the minimum salaries and wages in accordance with the applicable provision of the Labor Law of the State of New York must be paid on this project.

The County reserves the right to reject any or all bids or to waive any informalities in the bidding. No bid shall be withdrawn for a period of 45 days subsequent to the opening of the bids without the consent of the County of Oswego.

Fred M. Maxon
Purchasing Director

SECTION 1 - INFORMATION FOR BIDDERS

RECEIPT & OPENING OF BIDS

The Oswego County Purchasing Department invites bids for **Full Service Maintenance of Fire Protection Systems at the County's Public Safety Building.**

Bids are due on or before 2:00 p.m. on Tuesday, April 6, 2010. Each bidder must submit his signed original bid and two copies in a sealed envelope using the forms provided in this bid package. ALL blank spaces shall be filled in. The envelope must bear the bidder's company name and bid title: BID #7-10 – Maintenance of Fire Protection Systems at Public Safety Building. Either mail or deliver the same in person to:

Fred M. Maxon, Purchasing Director
Oswego County Purchasing Department
46 East Bridge Street (3rd Floor)
Oswego, New York 13126

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any or all bids. Failure to include all requested information will cause the bidders proposal to be considered informal. Proposals shall be signed with an authorized signature. The signatory's name must be typed below the signature. Unsigned proposals shall be considered invalid. To be considered valid, the Non-Collusive Bidding certificate must be signed. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement. Bids received after the time and date specified will not be considered and will be returned unopened. Bids may not be withdrawn within forty-five (45) days after the actual date of opening thereof.

Bids delivered prior to the opening date will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the bidder.

TAXES

Oswego County is a tax-exempt entity. Exemption certificates will be executed upon request.

BID SECURITY

Each bid shall be accompanied by Bid Security in the form of a Certified Check or Bank Draft or properly executed Bid Bond payable to the County of Oswego in the amount not less than five percent (5%) of the Bid. Such checks or bid bonds from the three lowest bidders will be retained until time of award; all others will be promptly returned. Contract award is anticipated within forty-five (45) days after opening of bids.

Upon execution of the contract, the Contractor shall furnish a surety bond in the amount at least equal to one hundred percent (100%) of the accepted bid as security for faithful performance of this contract, and for the payment of all persons performing labor and/or furnishing materials in connection with this contract. The surety on each bond shall be a duly authorized surety company

satisfactory to the County and shall remain in force for a period of one year following final acceptance of the work by the County. Cost of bonds is to be paid by the Contractor and shall be included in the bid submitted. An Attorney-In-Fact who signs performance or labor and materials payment bonds shall file with each bond or copy thereof a certified copy of his Power-of-Attorney to sign such bonds.

ADDITIONAL SECURITY

If at any time the county is dissatisfied with any surety or sureties then upon the performance bond, or if for any other reason such bond shall cease to be adequate security to the County, the Contractor shall within five (5) days after notice from the County to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

EXAMINATION OF CONTRACT DOCUMENTS & SITES

Each bidder shall make a thorough examination of the facilities to familiarize themselves with the condition of the systems and the equipment as it pertains to this maintenance contract. Point of contact for questions or to arrange for a site visit is:

Bill Malone
Superintendent of Buildings & Grounds
(315) 349-8233

Each bidder shall thoroughly examine all contract documents. Failure of the bidder to fully acquaint themselves with the amount and nature of the work required to complete this task **will not** be considered as a basis for extra compensation.

The proposal shall be regarded as having been made with full knowledge of the conditions under which he will have to operate and the difficulties likely to be encountered in the performance of this contract and full knowledge of the type and number of devices that are to be maintained in the performance of this contract, by inspection or prior knowledge of the building covered by this contract. No pleas of ignorance of conditions that exist, or of any difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill all requirements and specifications of the contract, nor will the same be accepted as a basis for any claims for extra compensation.

The bidder shall consider all Federal, State, and Local laws and regulations that may affect cost, progress, performance or furnishing of the work.

SPECIFICATIONS DISCREPANCY

Should a bidder find a discrepancy in, or omissions from the specifications, requirements for contract, or bid proposal form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Director, who will send written instructions to all bidders. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders. The County will not be responsible for any oral instructions.

CONTRACTOR STATUS

The relationship of the Contractor to the County shall be that of an independent contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof and that it will not by reason thereof, make any claim, demand, or application to for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Worker’s Compensation Coverage, Unemployment Insurance Benefits, Social Security Coverage or Retirement Membership or Credit.

NONWAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

EXECUTORY CLAUSE

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the moneys available to the County for said purposed and no liability on account thereof shall be incurred by the County beyond moneys available for said purposes.

PERTAINING TO GENERAL MUNICIPAL LAW

The Contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part hereof as though herein fully set forth.

REJECTION OR ACCEPTANCE OF BID

The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired, and to accept the bid, which in the judgement of the County is deemed the most advantageous for the public and the County. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity to re-advertise.

ALTERNATE BIDS

The wording of this bid document shall be retained throughout, without change, alteration, or addition. Should bidder submit a proposal not in compliance with this article, that proposal shall be considered void.

LICENSE REQUIREMENT

Contractor shall agree to maintain any applicable State, County, City, or Federal licenses that may be appropriate.

GUARANTEE

All bidders shall submit with their bid the complete warranty, including the limits of liability. Bidders must include the manufactures brochures and detailed specification sheets when applicable.

SIGNING OF AGREEMENT

The required number of unsigned counterparts of the agreement, together with attached contract documents, will be forwarded to the successful bidder following issuance of the Notice of Award. The County will also forward certifications of any insurance coverage that he is to provide. Within fifteen (15) days thereafter, the Contractor shall sign and deliver to the County, all counterparts of the agreement, together with attached contract documents, the required contract security, and duly executed acknowledgment of signatures. Each counterpart of the agreement shall include executed bonds and insurance certifications. Within ten (10) days thereafter, provided that signatures are in order and contract security is acceptable, the County will sign all counterparts of the agreement, including duly executed acknowledgment of signature, and return one executed copy thereof to Contractor with attached contract documents and the contract security.

COMMENCEMENT OF WORK

Upon execution of the Contract, including delivery of the Performance Bond, Labor and Material Payment Bond, Insurance Policies and Certificates by the Contractor to the County for the approval by the County’s attorney, the Contractor will be notified to proceed with the work of the Contract. Such notification will be in the form of a letter to proceed from the County Purchasing Director.

DEFAULT

If the Contractor shall neglect to complete the work properly, or if they should refuse to remedy any defects in their work due to inferior quality of workmanship or material, or if they should in any manner fail to perform any provision of this contract, the County may make good such deficiencies and deduct the cost thereof from the payment due, or thereafter due, to the Contractor after five (5) days written notice to the Contractor.

Provided always, these entire agreements are upon condition, that is the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified the Contractor in writing of Contractor’s default hereunder and the Contractor has failed to correct such default within seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

EMPLOYMENT OPPORTUNITY CLAUSE

Oswego County has formulated an Affirmative Action Plan establishing Equal Employment Opportunity provisions. Subject contractors, vendors and suppliers agree that they will, in good faith, attempt to achieve compliance with all Equal Employment Opportunity laws and regulations.

VALIDITY OF PROVISIONS

The County and Contractor understand and agree that each and every provision is deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of the law.

The County and Contractor hereto expressly agree that if any provision, sentence, clause or part thereof in the agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provision(s), sentence(s), or clause(s) which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and in effect.

SECTION 2 - GENERAL REQUIREMENTS

DEFINITIONS

Owner shall mean Oswego County, 46 East Bridge Street, Oswego, NY 13126 (and/or its legally appointed representatives)

Contractor shall mean the part or parties and their legally appointed representatives, successors and assigns, entering into this contract with the owner.

Work shall mean and include equipment, apparatus and or material supplied together with all of the work to be executed, whether temporary or permanent, under this contract. It shall also mean the place and methods of working, where the context so indicates.

Contract shall mean the written agreement between owner and contractor, including all documents therein specified and all “contract changes”. It contains the entire agreement between the owner and the contractor.

FPS shall stand for Fire Protection Systems.

INFORMATION REQUIRED WITH PROPOSAL

Include the names and length of experience of the mechanics and technicians scheduled to maintain the systems and provide service. Indicate the procedure by which field personnel can be reached for emergency service both during and after normal working hours.

AWARD

The intent is to award the contract to the responsible bidder best meeting the above criteria based on an analysis of the following: Technical and aesthetic qualities of the proposal, reliability, bidder’s ability and facilities to maintain the equipment called for, evaluation of the bidder’s proper understanding of the Owner’s needs and bid price. Itemization of individual prices is solely for the internal accounting use of the County. The County may, at its discretion, reject any and all bids, or accept any which in its opinion best serve its interests.

CONTRACT PERIOD

This contract will be in effect from the date of award through December 31, 2010 and may be renewed for up to four (4) additional one-year periods upon mutual consent of both parties. Prices may be adjusted annually as described herein. In the event either party decides not to renew, it shall then notify the other party in writing that it has decided to terminate the contract at the end of the contract period. Such notice shall be in writing at least ninety (90) days before the expiration date.

PRICING

The bidder shall provide the following information:

- A one-year fixed price for a Maintenance/Service Contract as outlined in this specification
- Basic Hourly Rate including fringe benefits
- Premium Time Hourly Rates
- Other associated extra charges such as travel time rates, mileage, transportation, meals, lodging, etc.

All prices quoted will be firm and fixed for the duration of the contract period specified.

Price changes for the second through fifth year of the contract period must be submitted to the Oswego County Purchasing Director, each January. Increase requests shall not exceed three (3) percent or the annual (for the preceding year) published (by US Department Of Labor) Consumer Price Index (CPI) Northeast B/C size city class for services, whichever is less. Annual CPI calculations are published mid-January. Price for the year will be determined as this index becomes available.

If the County, within fifteen (15) days of receipt of said notice, finds the price increase unacceptable and furnishes the Contractor evidence that a similar service can be purchased from a responsible contractor under similar conditions at a lower price, and if the Contractor shall not agree either (a): to meet said lower price or (b): to reinstate the prices in effect at the time of said notice or revision within fifteen (15) days, the County shall have the right within thirty (30) days thereafter to terminate this Contract. Additionally, if Contractor fails to notify the County of price changes within sixty (60) days prior to the anniversary date, the price then in effect will automatically renew.

TERMINATION

Either party may terminate this Contract with good cause (not in an arbitrary or capricious manner) during the term of the Contract upon sixty (60) days written notice, stating the reason for such cancellation. Any such notice must be sent by registered mail or given personally to an officer of the respective parties.

Upon termination, the Owner shall pay all amounts due and owing up to the effective date of termination. The Contractor shall not be entitled to any moneys for portions of work remaining in the uncompleted contract agreement. The Contractor shall turn over and deliver to the owner all technical data and other information and materials relating to the terminated services, which are within the contractor's possession and control.

The Owner shall review the Contractor's performance. If it is found the Contractor is not meeting contract conditions, he/she will be formally notified. If the condition is not corrected, then this will be cause for contract termination.

GOVERNING LAWS/REGULATIONS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements in connection with performance of the work.

If the Contractor observes that any requirement specified in the contract is at variance, with any governing laws, ordinances, rules, regulations, permits or licenses, he shall promptly notify the owner in writing before incurring any further liability, expense, or obligation for the Contractor or County.

QUALIFICATIONS OF CONTRACTOR

The Contractor must have a minimum of ten (10) years experience in the performance of fire protection system maintenance as specified. The Contractor shall maintain a service office and/or warehouse that is within seventy-five (75) miles of the buildings to be serviced.

The Contractor must employ service personnel who are factory trained, qualified and experienced in FPS service and maintenance procedures, depending on bid package. A minimum of two such personnel must be on the Contractors staff, and must be used to perform the specified task relating to the items bid or combination of all. Upon request, the Bidder must submit personnel qualifications to

the Owner. All Contractor representatives shall possess proper identification when on site.

The Contractor must own and have available at all times for immediate use a, complete set of pertinent FPS maintenance and repair tools to include manufactures specified calibration and adjusting instruments.

WORKING HOURS

All maintenance/service, except for emergency call-in service, to be performed under this contract, shall be during normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday. **All labor, travel costs, parts, supplies and other costs incidental to scheduled maintenance and unscheduled repair service will be included in the fixed fee bid price.**

CHECK IN - CHECK OUT

The Contractor's representatives shall check in with the Supt. of Building and Grounds or his designated representative upon entering the premises. The Contractor's representative shall also check out at the completion of any maintenance or service visit and submit reports as required by this contract.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail or refuse to execute and deliver the contract and bonds required within thirty (30) days after receiving notice of the acceptance of the bid, he shall forfeit to the Owner as liquidated damages for such failure or refusal the security deposited with this bid.

WAGE RATES

NYS Department of Labor Wage Rates and Supplements will be in effect on this project. The minimum wage rates designated by the State of New York Department of Labor are applicable. The minimum rates and supplements may be modified during the life of the contract. If the prevailing wage rate should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

METHOD OF PAYMENT

Invoices will be submitted for payment on a quarterly basis commencing upon award of the contract.

CONTRACT CHANGES

The Contractor may propose performing additional work, which he feels is not included in the scope of the maintenance contract, but is required for proper mechanical system operation. The proposal must be submitted to the Supt. of Buildings and Grounds who shall review each such request, to determine need and cost. The County shall have the right to approve or disapprove all such requests. The Contractor shall not perform any additional work without written approval of the County.

ADDITIONS

Pricing for new FPS equipment added to the facility during the contract period shall be negotiated and if agreeable by both the County and the Contractor, it shall be submitted in writing prior to being made part of the contract.

DELETIONS

Quarterly invoices shall be reduced by the dollar amount bid or in effect at the time any FPS equipment is taken out of service by the County.

ASSIGNMENT AND SUBLETTING

The Contractor shall not assign this contract, nor sublet any portion of the work, nor assign any moneys payable under this contract, without first obtaining the written consent of the County. Any assignment or subletting by the Contractor without written consent of the County shall be considered null and void from its inception. Any County authorized assignment or subletting shall not relieve the Contractor of the responsibility for full compliance with the requirements specified in the contract. All work performed shall be the responsibility of the bidding Contractor. Subcontracts on any portion of the contract will not be permitted without the expressed written consent of the County.

The County reserves the rights to award other contracts or perform work throughout the facilities which would or could be under maintenance contract, providing the work maintains the existing standards of the contract.

OTHER CONDITIONS

The Contractor shall submit service forms and specific equipment tasking sheets to be used during maintenance/service for approval by Owner. These forms will be used for permanent records, basis for payment, and shall include other items, which will ensure the scope of work is met.

The County shall provide access to all equipment that is included under the maintenance contract. The Contractor shall coordinate all maintenance work with the Owner so it does not interfere with normal building operations. The Owner shall take responsibility for equipment malfunction where such access is denied.

The Contractor shall not be made liable for any loss, delay, injury or damage, whether direct or consequential, that may be caused by conditions beyond the Contractor's direct control. These conditions are including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flood and or other force majeure. Damage obviously due to vandalism will cause the owner to reimburse the Contractor for replacement parts used plus the labor necessary to install the parts.

The County may from time to time require the Contractor to provide "enhancement engineering" such that analysis and recommendations will be supplied to the owner. This will make possible evaluation regarding the FPS Systems, reliability, and efficiency of operation that may be cost beneficial to the County's operation. This service shall be provided to the Owner as part of the Maintenance Contract Service. The Contractor shall include the cost of this service in the quoted bid price submitted for the maintenance work.

The County shall immediately notify the Contractor of any malfunction, breakdown, or unusual operating conditions associated with the equipment protected by this agreement. The Contractor will provide 24 hour/day answering service and on-call personnel with pagers to handle all emergency service/repair requests. The Owner will define, prioritize, and determine the critical nature of each request for service/repair. If, for some unknown reason or reasons, equipment must be shut down for an extended period, the Owner shall be notified immediately of the delay and the measures being taken to put the equipment back in service.

The County shall have authority to discharge and remove from the building project any employee of the Contractor who shall be found incompetent or in any way detrimental to the best interests of the work.

The Contractor shall not discriminate or permit discrimination against any person or group of persons on the ground of race, creed or color, or national origin in any manner. Applicable sections of the state and federal laws shall apply to all contracts entered into in connection with this work.

The Contractor is not required to install additional controls or equipment as may be recommended or directed by any insurance company or authority having jurisdiction. Nor shall the Contractor be required to modify, redesign or change any existing system or equipment under the scope of this contract.

All materials used by the Contractor are to be new, unused and first quality. No rejects, seconds or otherwise imperfect or low quality material will be accepted. Any material delivered by the Contractor which is not in accordance with the specifications or is otherwise unsatisfactory, in the opinion of the Department, may be retained and, if necessary, used until it is replaced with satisfactory material.

REQUIREMENTS FOR CONTRACT

The Contract requirements as well as the statements and specifications that accompany the bids and which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the Oswego County Attorney's Office.

SECTION 3 - SCOPE OF MAINTENANCE/SERVICE & PROPOSED SCHEDULES

GENERAL

These specifications and subsequent contract shall be for Scheduled Maintenance and Repair Service for Fire Protection Systems (FPS) at the Oswego County Public Safety Building.

SCOPE OF WORK

The scope of work shall include the necessary supervision, labor, expenses, materials, tools, test equipment and reports to accomplish the following with regard to the maintenance/service of the Fire Protection Systems:

- A. Preventive Maintenance/Service
- B. Operational Inspections
- C. Repair/Emergency Service
- D. Special Testing

These specifications are the minimum level of work and services to be provided. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. The Contractor will be required to take all measures which would be taken by a prudent owner to maximize the life expectancy of the FP Systems under contract.

All systems under contract shall be maintained at the highest level of efficiency compatible with current energy conservation requirements, and maintained at an acceptable level throughout the contract period. An “acceptable level” of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition: i.e.: above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment.

REPAIR SERVICE LABOR AND MATERIAL (FULL COVERAGE)

LABOR

Repair service which is required to prevent a breakdown or failure of a piece of equipment, or a system, or work required to put any of these items back into service after breakdown or failure through normal wear and tear. The Contractor shall be responsible to repair, at his own expense, damage done to the County’s equipment or building furnishings, caused by defective work performed by his field personnel. The County will define, prioritize and determine the critical nature of each request for repair service. System retrofits or upgrades are not included.

MATERIAL

Materials shall consist of original factory repair parts and replacement material, which are required to repair or replace malfunctioning components of the equipment. The Contractor shall maintain a warehouse fully stocked with repair and replacement parts within seventy-five (75) miles of the job site. Spares should include, relays, fuses, and other hardware required to support the Fire Protection System currently under service contract. The Contractor shall replace parts of the system with that of the same manufacturer of the existing systems unless the Contractor submits to the County a request for a change of manufacturer prior to performing the work. However, the responsibility will continue to reside with the Contractor to insure the integrity of the system even if or when a change of manufacturer is approved.

EMERGENCY SERVICE

That service required protecting the customer or the facility from damage, due to equipment and/or mechanical systems failure or breakdowns. Emergency service may be performed in any time period regardless of regular working hours or scheduled maintenance hours and includes nonscheduled calls during normal working hours from receipt of the call.

Emergency service, that may be required in order to keep the system in proper operation, shall be provided within two (2) hours from the time such call originates (including weekends & holidays). Emergency service shall be provided on a twenty-four (24) hour, seven (7) days per week basis.

The Contractor shall render priority service and provide qualified service personnel to this County to perform all emergency and ordinary services as a condition of this contract. The cost of this service shall be included in the Contractor's fixed bid price.

If an emergency service call is made at the County's request, and at times other than that at which the Contractor would have made a planned preventive maintenance call, and inspection does not reveal a defect in the mechanical systems for which the Contractor is responsible under this bid, the Contractor may reserve the right to charge the County their regular charges then prevailing for such services.

ITEMS SUPPLIED BY CONTRACTOR

The Contractor shall be capable of furnishing all supplies, materials, expendable items, tools, special testing gear, and equipment required for the performance of the work described herein. The Owner reserves the right to supply some or all of any specified materials.

REPORTING PROCEDURES

The Contractor shall provide inspection reports which will define the work performed, any repairs required or corrective action taken, service person performing work, and list other items which may be required by the County. Prior to starting work, the Contractor shall submit for the County's approval, a copy of all of the Maintenance/Service Inspection forms to be used by the Contractor's field personnel. The Contractor shall be responsible for insuring that all Maintenance/Service Inspection forms are filled out at the completion of each inspection. This report must be submitted to the County and must be signed by an authorized person designated by Oswego County Supt. of Buildings and Grounds, after the work is completed. If the Contractor's field personnel describe work performed on the Maintenance/Service Inspection form, which in fact was not performed, this will be cause for termination of the contract. It shall be the responsibility of the Contractor to notify the County, **in writing**, of any service problems relating to the system operating equipment as soon as possible to insure proper correction of the problem.

EXCLUSIONS

The following items pertaining to the Fire Protection System **are not** included under this contract:

- Service Calls due to failures resulting from force majeure, abuse or misuse of equipment, alterations, modifications, replacement or repairs to equipment not performed or provided by Contractor.
- Electrical work in the County's facilities to include repair or replacement of electrical power wiring to listed equipment.

- Maintenance or repair of electrical wiring.
- Service calls resulting from the effects of erosion, corrosion, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by Contractor's normal maintenance.
- Work caused by any operation of, adjustments to, or repair to Covered Equipment by others not authorized in advance by Contractor.
- Work caused by the negligence of others.
- Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control, and service calls required because Contractor had previously been denied access to the equipment.

SCHEDULES

The Contractor shall submit to the Owner, with their bid, detailed Comprehensive Annual Maintenance/Service & Operational Inspection Schedules, identifying all tasks necessary for maintenance of the equipment described herein, and will adhere to the County's **proposed full Maintenance of Fire protection Systems** as a guideline to accomplish those tasks.

ANY DEVIATIONS FROM BID SPECIFICATIONS MUST BE NOTED WITH BID.

SAMPLE OSWEGO COUNTY PUBLIC SAFETY CENTER
FULL COVERAGE MAINTENANCE SCHEDULE

ITEM	SYSTEMS	TOTAL INSP.	JAN	FEB	MAR	APR	MAY	JUN	JUL
1	FIRE SAFETY SYSTEM	1							X1
2	FACILITY MANAGMENT SYSTEM	4				X	X	X	X

X = Scheduled Annual Facility Maintenance Service and Certification

X1 = Provide Document of Inspection/Certification of System Test and Bell Circuit Operation

SCHEDULE ALSO INCLUDES 26 BI-WEEKLY PREVENTIVE MAINTENANCE VISITS (FIRE PROTECTION SYSTEMS).

QTY SYSTEM DESCRIPTION

FIRE ALARM SYSTEM	
1	IFC-2020 Fire Alarm Panel
1	Remote Annunciator Panel
33	Addressable Manual Pull Stations
341	Intelligent Photo-Electric Smoke Detectors
119	Intelligent Thermal Detectors
16	Ionization Duct Smoke Detectors
110	Horn/Strobes
12	Magnet Door Holders
8	Smoke Hatches
44	Monitor/Control Modules

CONTRACTORS QUALIFICATION FORM

Company Name: _____

Address: _____

City, State, Zip: _____

Phone No. (s): _____

Provide a brief description of the procedure used to procure emergency Service.
(Use additional or separate paper if necessary)

List three (3) customers, in the Central New York Area, with whom your company has Service Coverage agreements and value of the same.

- 1. _____ - \$ _____
- 2. _____ - \$ _____
- 3. _____ - \$ _____

Additional information, as requested, to include:

- 1. Equipment Task Schedule
- 2. Certificate of Insurance

VENDOR BID REPLY SHEET

Bids are due at **2:00 p.m., Tuesday, April 6, 2010** at the Oswego County Purchasing Department, 46 East Bridge Street (3rd Floor), Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The undersigned hereby certifies that he has examined and fully comprehends the requirements and intent of the specifications for the **Maintenance of Fire Protection System at the Public Safety Building** as recited in the specifications and offers to furnish the following equipment, materials and labor for the cost listed

<u>Full Coverage Maintenance/Service – Public Safety Center</u>	<u>ANNUAL PRICE</u>
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1. Fire Safety System
2. 26 Bi-Monthly Preventive Maintenance Visits (Fire protection Systems)

ANNUAL TOTAL (Items 1 and 2)	\$ _____
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Hourly Rates: (for work not covered by the Contract Specifications)

- | | |
|--|--------------|
| 1. Straight Time (including fringe benefits) | \$ _____ /hr |
| 2. Premium Time (including fringe benefits) | \$ _____ /hr |
| 3. Travel, Mileage & Expenses | \$ _____ |

A Security Deposit in the sum of _____ Dollars (5% of the Annual Total) \$ _____, in the form of a _____ is submitted herewith in accordance with the specifications.

In case this bid is accepted by the County, and the undersigned shall fail to execute a contract with and give the required bonds to the County within fifteen (15) days after the date of a written notice by the County to the undersigned so to do, this bid security shall be forfeited and will be retained by the County as liquidated damages.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the day of opening of the bids or after expiration of such forty-five (45) days and prior to the withdrawal of the bid by the undersigned, the undersigned will, within fifteen (15) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the contract or contracts in the form of the agreement attached hereto, or in a special contract form that may be drawn up in accordance with the requirements of the County's attorney.

VENDOR BID REPLY SHEET Addendums/ Deviations

If the address designated by the undersigned to which such notice of acceptance should be mailed, telegraphed or delivered is different than that given in Vendor Bid Reply form, please indicate the address to be used for delivery of such acceptance:

In the event that an addendum (or more than one) is sent to the prospective bidder after their receipt of the bid package, or should an addendum sheet or sheets be attached to the bid package, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the contract documents (if required).

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

DEVIATIONS FROM BID SPECIFICATIONS: _____

Please attach additional bid information to this sheet.

DELIVERY DATE: _____ FEDERAL ID # _____

The undersigned declares that he has examined the Notice, Information for Bidders, Specifications and Proposal and will furnish equipment, materials or services with same for price set forth.

_____	_____
Type or Print Name	Company
_____	_____
Title	Address
_____	_____
Authorized Signature	(_____) / (_____)
_____	Telephone Number / Fax
Date	

NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law § 103-d

- (a) 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 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 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;
 - (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.

- (b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) 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.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of the County of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy naming the County of Oswego as an additional insured shall, without exception:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
 - The County of Oswego shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.
- IV. Required Insurance **MINIMUMS**:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.
 - **Automobile Liability**
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
 - **Excess/Umbrella Insurance**
1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).
 - **Workers' Compensation and NYS Disability**
Statutory Workers' Compensation, Employers' Liability and NYS Disability Benefits Insurance for all employees.
 - **Owners/Contractors Protective Insurance**
(Required for large construction projects.)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the County of Oswego as the named insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
 - **Professional Liability/Malpractice** \$1,000,000 aggregate (If commercially available for your profession) \$1,000,00 per claim
- V. **Vendor acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this bid/contract. The Vendor is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.**

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the COUNTY; and
- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

VENDOR INFORMATION REQUIREMENTS

IN ADDITION TO THE INFORMATION SUPPLIED ON THE BID SHEET, PLEASE COMPLETE THE FOLLOWING, WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: _____ FEDERAL ID NUMBER: _____

DELIVERY WILL BE MADE _____ DAYS A.R.O.

SEND ORDERS TO:

Address: _____

Phone: (_____) _____

INVOICES WILL BE FROM:

Address: _____

PERSON TO CONTACT IN
REFERENCE TO CONTRACT:

Name: _____

Address: _____

Phone: (_____) _____ Fax (_____) _____

WARRANTY SERVICE WILL BE PROVIDED BY:

Name: _____

Address: _____

Phone: (_____) _____ Fax (_____) _____

ANY SPECIAL ORDERING INFORMATION:

SALES REPRESENTATIVES WHO WILL
SERVE OSWEGO COUNTY AREA:

Name: _____

Phone: _____

Website: _____

E-Mail: _____

Name: _____

Phone: _____

Website: _____

E-Mail: _____

COMPANY NAME

SIGNATURE

NON-BIDDERS RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders' list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the above address.

- _____ 1. Unable to bid at this time, but would like to receive future bid requests.
- _____ 2. Items or material not _____ manufactured, _____ distributed, _____ stocked, _____ furnished.
- _____ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- _____ 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) _____

- _____ 5. We cannot meet the time of delivery of items or materials specified.
- _____ 6. Insufficient time allowed for preparation and submission of bid.
- _____ 7. Other reasons: _____

You may remove our name from the bid list for:

_____ This Commodity Group _____ This Item or Material _____ All Bids

Type or Print Name

Company

Title

Address

Authorized Signature

()

Date

Telephone Number