



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** 11/17/15

**Subject:** FIRE ALARM/SMOKE DETECTOR SYSTEM MAINTENANCE – MEDICAL MALL

**Bid No.:** 215289-002

**Effective Dates:** January 1, 2016 through December 31, 2017

**Vendor #:** 108447

**Vendor:** FIRE SAFETY SYSTEMS, INC.  
525 Aero Drive  
Buffalo, NY 14225

**Telephone:** 716-894-9700

**Contact:** Terrance M. Connelly

**Pricing:** per attached documents



**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: 215289-002

OPENING DATE: OCTOBER 20, 2015 TIME: 2:00 PM

FOR: FIRE ALARM/SMOKE DETECTOR SYSTEM MAINTENANCE – MEDICAL MALL

NAME OF BIDDER: Fire Safety Systems, Inc

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:

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

(Rev. 1/00)



Office of  
General Services

Division of Service-Disabled  
Veterans' Business Development

Email: VeteransDevelopment@ogs.ny.gov

Web: ogs.ny.gov

Phone: 844.579.7570

September 4, 2015

Terrance M. Connelly  
Fire Safety Systems, Inc.  
525 Aero Drive  
Buffalo, NY 14202

Dear Mr. Connelly,

On behalf of the New York State Division of Service-Disabled Veterans' Business Development (DSDVBD), it is my pleasure to inform you that Fire Safety Systems, Inc. has been certified as a New York State Service-Disabled Veteran Owned Business (NYS-SDVOB) and is now eligible to participate in New York State's Service Disabled Veteran-Owned Business Enterprise Program in accordance with Executive Law Section 369-i(5). The certification is valid for five (5) years pending compliance with the conditions set forth in the published rules and regulations.

Please feel free to proudly display the enclosed Vendor Certification Certificate and the NYS SDVOB logo (to be sent via email). Also, please visit <http://veterans.ny.gov/business> to ensure that your business is being listed correctly in the DSDVBD database of certified SDVOB businesses and immediately notify us of any needed changes and/or corrections. We highly recommend that you register for email notifications of contracting opportunities with the New York State Contract Reporter at <https://www.nyscr.ny.gov/>.

While Fire Safety Systems, Inc. has been certified as being currently in compliance with the regulations, you must inform DSDVBD of any changes or other circumstances that might adversely affect its eligibility within thirty (30) days of the occurrence. Additionally, you are required to complete and return, on or before the stated deadline, the quarterly reports that will be sent to you by DSDVBD. Failure to comply with either of these requirements or with any post certification audits may result in de-certification actions being initiated by DSDVBD.

Thank you for your service to our country and congratulations on your certification! We look forward to working with you and request that you seek to employ veterans whenever possible as you grow your business.

Respectfully,

Kenneth E. Williams  
Director

Encl.

**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 20 day of October, 2015  
 TERMS 2% NET 30 DELIVERY DATE AT DESTINATION November 1, 2015  
 FIRM NAME FIRE SAFETY SYSTEMS INC  
 ADDRESS 525 AERO DRIVE  
Buffalo NEW YORK ZIP 14225  
 AUTHORIZED SIGNATURE Terrance M. Connelly  
 TYPED NAME OF AUTHORIZED SIGNATURE TERRANCE M. CONNELLY  
 TITLE PRESIDENT TELEPHONE NO. 416-894-9700

(Rev. 1/2000)

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

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. 215289-002

Ship to: County of Erie  
 Attention: Sewer District  
 Address:

Ship Via: Most Economical  
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for Fire Alarm / Smoke Detector System	
			Maintenance at the Erie County Medical Mall, 1500 Broadway	
			Street, Buffalo, NY 14212, per the attached specifications.	
			Term of the contract will be January 1, 2016 – December 31, 2017	
			There will be a pre-bid site visit on	
			Thursday, October 8, 2015 at 9:00am.	
			For questions in regard to the specifications of this bid,	
			Please contact Earl Zeeb at (716) 858-4991.	
			For the period January 1, 2016 – December 31, 2016	\$ 4,800.
			For the period January 1, 2017 – December 31, 2017	\$ 4,800.

**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

**TOTAL NET BID** \$9,600.00

**NAME OF BIDDER** FIRE SAFETY SYSTEMS INC.

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

Specification:

Maintenance contract for Edwards EST# io 500 Addressable Fire Alarm and Smoke Detector Systems for the period of January 1,2016 – December 31, 2017.

**Erie County Medical Mall 1500 Broadway Buffalo N.Y. 14212**

**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 panel and all associated equipment.

**1001.1**

The County reserves the right to terminate ( 60 day written notice ) at any time, for any reason or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place . In the event of such termination or suspension, payments for services shall suspend without penalty.

**ARTICLE II COMPETENCY OF BIDDER**

- 2001** 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.
- 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 (see attached building schedule).** 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 contract award the following:

1. An inventory of spare parts in the bidders shop for repair of the equipment listed in the building schedule 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.

**3001.1**

1. The bidder must furnish, at the time of the bid opening, the names of any full time technicians now on the payroll of the bidder who are factory trained in the maintenance and repair of equipment listed. Indicate for each person the number of years experience repairing such equipment.
2. 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.

**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**    Contractor is responsible for cleaning of smoke heads and duct detectors as recommended by the manufacture and facility requirements for the term of the contract.
- 6003**    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.
- 6004**    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 station...
- 6005**    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.
- 6006**    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. Non-maintainable items and damages as set forth in 6003 & 6004 may be installed only with approval by the County and are to be billed separately from this contract.
- 6007**    **Emergency Service**

Shall be provided (24) twenty-four hours a day to minimize down time and inconvenience.  
**Contractor must respond within 2 hours of call in.** 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.

**6008 TESTING / INSPECTIONS**

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 given to building engineers and 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.

**6009 EQUIPMENT LISTING**

listing of equipment to be covered under this agreement (**see attachment**) 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.

**6010 SEMI – ANNUAL FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:**

**The contractor shall remove all smoke and heat detectors to clean and inspect.** 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 control panel to assure operation and integrity of all alarming and initiating circuits, on a semi- annual basis. (Two times per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each semi-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 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. The inspections will be scheduled at a time determined by Erie County (**un-occupied**) hours. 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 inspection.

6011

LABOR RATES

Provide Labor rates as follows:

Regular Hourly Rate	\$ 120. <sup>00</sup> p.H
Overtime Rate	180. <sup>00</sup> p.H
Weekend Rate	180. <sup>00</sup> p.H
Holiday Rate	180. <sup>00</sup> p.H
Travel Rate	30. <sup>00</sup> p.H

6012 Additional work

Any additional system testing or required repairs not covered in this specification will be charged at the labor rates listed in section 6011.

OWNER'S AGENTS

Erie County Department of Public Works  
Division of Buildings and Grounds  
95 Franklin Street  
14<sup>th</sup> Floor Rath Building  
Buffalo, NY 14202

Senior Chief Engineer – Earl C. Zeeb, 858-4991

# County of Erie

DIVISION OF PURCHASE

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

FIRM NAME FIRE SAFETY SYSTEMS INC

ADDRESS OF PRINCIPAL OFFICE STREET 525 AERD DRIVE

CITY Buffalo

AREA CODE 716 PHONE 894-9700 STATE NEW YORK ZIP 14225

Check one: CORPORATION  PARTNERSHIP  INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

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

YES  NO

TRADE NAMES: FIRE SAFETY SYSTEMS INC

ADDRESS OF LOCAL OFFICE STREET SAME

CITY SAME

AREA CODE  PHONE  STATE  ZIP

NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

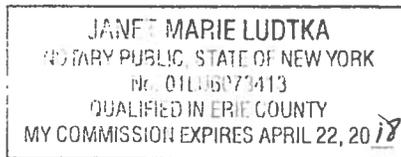
Terrance M. Connelly

Signature

**Verification**

STATE OF New York )

COUNTY OF Erie ) SS:



A)

Terrance M. Connelly, being duly sworn, states he or she is the owner of (or a partner in) Fire Safety Systems Inc., and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_