



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: February 2, 2016

Subject: EMERGENCY POWER GENERATOR MAINTENANCE

Bid No.: 215304-002

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

Vendor #: 108967

Vendor: SIEMENS INDUSTRY, INC.
85 Northpointe Parkway, Suite 8
Amherst, NY 14228
Contact: Paul P. Ingham

Telephone: 716-568-0983

Pricing: per attached document



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 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: 215304-002

OPENING DATE: DECEMBER 11, 2015 TIME: 2:00 PM

FOR: EMERGENCY POWER GENERATOR MAINTENANCE

NAME OF BIDDER: Siemens Industry, Inc. - Building Technologies Division

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:

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

(Rev. 1/00)

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:

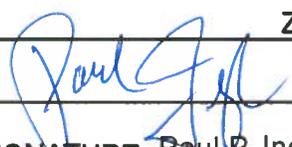
Affirmed under penalty of perjury this _____ day of December, 20 15

TERMS Net 30 DELIVERY DATE AT DESTINATION Erie County

FIRM NAME Siemens Industry, Inc.- Building Technologies Division

ADDRESS 85 Northpointe Parkway Suite 8

Amherst, NY ZIP 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Paul P. Ingham

TITLE Area Manager TELEPHONE NO. 716-568-0983

(Rev.1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO 215304-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via:
 Date Required at Destination:

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Service Contract for Emergency Power Generator Sets		
			per the attached specifications.		
			The term of the contract will be		
			January 1, 2016 through December 31, 2017.		
			For questions regarding the specifications of this bid		
			please contact Earl Zeeb at (716) 858-4991.		

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 Siemens Industry, Inc. - Building Technologies Division

(Rev. 9/95)

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

Service Contract Bid Specifications for Emergency Power Generator sets:

Erie County Department of Public Works, Division of Buildings and Grounds, requires a vendor to provide semiannual inspection and preventive maintenance service on a total of (34) emergency power generator sets located at various County facilities as listed in the enclosed specifications.

This will be a two-year contract for the period of: January 1, 2016 through December 31, 2017.

ARTICLE I - GENERAL

1001 - The inspection and preventive maintenance services to be performed by a trained contractor. This specification shall consist of furnishing all material, parts, labor, tools, and equipment necessary to provide complete inspection and maintenance service to the emergency power generators sets **and automatic transfer switches** as described in this contract.

1002 - Bidder is requested to quote price per inspection based on (2) inspections of all (35) generators. Such inspections to be conducted twice during the 12 month period as specified. **One inspection performed in the month of March or April and one inspection in the month of October or November.** Prior arrangements for inspections are to be scheduled at the mutual agreement of the site Chief Engineer / County representative and the vendor.

1003 - As part of this contract, vendor is to provide at no additional cost to the County: belts, **(batteries one complete change at each facility within the term of contract)** coolant hoses, filters (oil, fuel, coolant and air), engine oil, coolant and coolant additive as needed to maintain the generator's engines in reliable operating condition.

1004 - 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 be suspended without penalty.

ARTICLE II - COMPETENCY OF BIDDER

2001A - The bidder shall have had a qualified service organization in active operation for a minimum of five (5) years. The bidder shall have established a history of competent service, proof of training & proof of experience in maintaining the specific types of equipment as described in these specifications, and must have on its payroll sufficient qualified personnel to guarantee satisfactory performance of this contract.

2001B - All technicians working on County of Erie generators and transfer switches must provide OEM documentation that they have received training on generator and transfer switch maintenance and provide said documentation at time of bid.

2001C - All servicing technicians shall have continual company training on electrical safety procedures in all aspects of generator and transfer switch maintenance. *Documentation will be provided prior to working on any County of Erie generator site.*

2001D - The bidder **must** have training and software ability to communicate and to service the generator/transfer switches at the following locations # 6, 7, 9, 11, 12, 14, 15, 16, 17, 18. As listed on pages 4 & 5 of this specification.

2002 - The bidder shall submit a statement that includes at least three (3) specific locations that have been serviced by the bidder and the dates during which the service has been performed. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, and on either government or commercial, an unsatisfactory record of performance in connection with inspection, maintenance or repair of emergency power generator sets. The County reserves the right to determine the competency of contractors being considered for the award of this contract. The County will take into consideration all factors, which are deemed pertinent to the satisfactory execution of this contract.

2003 - The successful bidder will be required to provide proof of insurance as per requirements of Erie County standard insurance classification "A".

ARTICLE III - PAYMENTS

3001 - Payments in the amounts stipulated in the contract shall be made semiannually in arrears, upon completion of service and submission of specified written reports and invoices.

ARTICLE IV - FAILURE TO COMPLY

4001 - In the event that the contractor fails to maintain the power generating equipment in accordance with these specifications, or violates any of the provisions hereof, the County of Erie may, upon ten (10) days notice in writing to the contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the contractor's expense.

ARTICLE V - SCOPE OF WORK

5001 - The work to be performed by the contractor under this specification shall consist of preventive maintenance and inspection services as herein described.

5002 - WORKING HOURS - Preventive maintenance and inspection work under these specifications shall be performed during normal working hours and on regular working days established for the County of Erie.

5003 - EMERGENCY SERVICE - The contractor shall provide emergency service outside of normal working hours for the trade on any day of the week, day or night, holidays included. The contractor shall provide a continuous telephone service where he can be reached twenty-four (24) hours, seven days each week, Sundays and holidays included in the event emergency service is required. Such emergency service is outside of the normal maintenance and inspection service specified in this contract and is to be billed separately at the appropriate established overtime rate with prior approval of the site Chief Engineer / County Representative.

5004 - SEMIANNUAL INSPECTION AND MAINTENANCE WILL INCLUDE THE FOLLOWING:

1. Adjust engine fuel injectors and valves as required. Check or replace spark plugs, points and condenser as required if applicable.
2. Check and adjust fuel pump and governor or carburetor if applicable.
3. Provide an **annual** independent, 3rd party lube oil, coolant and analysis to determine oil and coolant condition and change interval. **Oil and coolant samples to be taken and report provided as part of the 1st semiannual inspection.** Change lube oil and filter annually, coolant recommended by analysis and dispose of waste oil, coolant and filters as per NYS DEC regulations. Lubricate all equipment as specified by manufacturer.
4. Inspect complete fuel system and service sediment trap and fuel filter(s). Replace fuel filters as required.
5. Check engine for oil, coolant and/or fuel leaks - report problems to owner representative.
6. Check battery condition and battery charger operation. Clean battery terminals and add electrolyte as needed. Record specific gravity of each cell and include on inspection report. Batteries are to be load tested and replaced under the terms of this specification and properly disposed of by contractor.
7. Check lube oil and coolant level - add fluids as needed.
8. Check coolant's freeze protection - add antifreeze and DCA as needed.
9. Check condition of all hoses and belts - report to owner. Replace as required.
10. Check and clean air intake system and service air cleaner. Replace as required.
11. Check generator brushes, commutator or slip rings for proper setting and operation.
12. Check operation of automatic transfer switch (where practical) - report problems to owner representative.
13. Check operation of all instruments and engine safety controls - report deficiencies to owner rep.
14. Run and test unit (under load, where practical).
15. Comply with NFPA maintenance guidelines where applicable for emergency generating systems in health care facilities.
16. Instruct owner personnel upon request, of proper operating and care procedures between scheduled calls.
17. **Contractor will provide and maintain electronic log available to assigned County personnel** detailing the service provided for each semiannual and emergency service call. The log entry will give a narrative of the work performed on each generator, the date of service, generator Serial Number or identification number, generator clock hours, and name of technician. Upon termination of this contract, all electronic documents become the property of the County of Erie.
18. A written report of all inspections and engine oil and coolant analysis reports are to be sent to the Chief Engineer / representative at each generator location and copies of such reports along with detailed invoice, to the Buildings and Grounds office, Room 1400, 95 Franklin St, Buffalo, NY 14202.

5005 - ADDITIONAL WORK - Any work required on power generators sets or associated transfer switching equipment outside of the normal inspection and maintenance service specified herein, that was identified as being needed at time of inspection, may be completed with the prior approval of the site Chief Engineer/ County Representative (as noted on page 4 of 5). Such work to be billed separately with detail of labor hours and any non-covered parts utilized.

5005.1 LOAD BANK TESTING – Sites 21 – 29 and 32 require an annual load bank test at 30% load for 1 Hour. Test to be performed during the 2nd inspection of each year contractor to supply load bank.

ARTICLE VI - PRICING & PAYMENT

6001 - Price to inspect and maintain all (35) generator sets as per requirements of these bid specifications. Such work to be performed twice as stated in article 1002.

Price to inspect and maintain

Sites 1 – 19, 30, 31 _____ X (2) inspections = \$ 30,497 TOTAL

Sites 21 – 29, 32 _____ X (2) inspections = \$ 8,169 TOTAL

\$ 38,666 TOTAL ANNUAL

Semiannual payments are to be made in arrears upon completion of inspections and submittal of invoice accompanied by inspection reports and 3rd party independent oil and coolant analysis report.

*Any additional work required and authorized will be charged at a labor Rate per hour of: \$ 120.⁰⁰
Overtime Rate per hour of \$ 170.⁰⁰
Holiday Rate per hour of \$ 210.⁰⁰

*Any additional sites added through the term of the contract to be charged at the per site rate under ARTICLE VII

NAME of BIDDER: SIEMENS INDUSTRY, INC - BUILDING TECHNOLOGIES DIV.

Questions regarding the generators, service required, or locations should be directed to: Earl C. Zeeb, Senior Chief Engineer – Buildings & Grounds, 858-4991

Article VII THE FOLLOWING IS A LIST OF GENERATORS AND LOCATIONS:

1. Erie County Correctional Facility – 11581 Walden Ave. Alden, NY – Joe Dauer, Chief Engr. 937-5739

- (1) #7500DRZ4XR1272910 Onan K840737858 750kW Diesel
- (2) #7500DFZ4XR1272010 Onan K840737857 750kW Diesel
- (3) OT-125 Onan J960619053 20kW natural gas 4cyl. Located at T-Building

2. Erie County Holding Center – 10-40 Delaware Ave. Buffalo, NY – Dan Fitzgibbons, Chief Engr. 858-6368

- (1) Caterpillar 3408 S/N 78201623 350 kW Diesel
- (2) Caterpillar 3408 S/N 78201631 350 kW Diesel

3. 134 West Eagle St., Buffalo, NY – Dan Fitzgibbons, Chief Engr. 858-6368

- (1) VT-12-63-GS 350 kW Cummins Diesel

4. Emergency Operations Center - Chestnut Ridge Park – Sandor Toth, Chief Engineer 823-4782

- (1) DT530- 150kW Magnetek Detroit Diesel VNV530R60ASD

5. Rath Building - 95 Franklin St. Buffalo, NY – Charlie Mongiovi, Chief Engineer 858-7793

- (1) V-12-500-GS-GC 375 kW S/N 6B90113, 655013 Cummins Diesel

6. Botanical Gardens - South Park Ave. Buffalo, NY – Sandor Toth, Chief Engr. 823-4782

- (1) Kohler Natural Gas, 6cyl. Massaro, Model 55RZ51

7. New County Hall - 25 Delaware, Buffalo, NY – Joseph Toth, Chief Engineer 858-8024

- (1) Kohler Model 100G8G 100 kW S/N 0767978

8. Old County Hall - 92 Franklin St., Buffalo, NY – Joseph Toth, Chief Engineer 858-8024

- (1) Kohler Model 60G8G 60 kW S/N 0767977 (to be effective 1/1/05)

9. Erie County Fire Training Academy – 3359 Broadway, Chkt, NY – Sandor Toth, Chief Engr. 823-4782

- (1) Onan/Cummins Model DGDB3377459, Ser. # 1990982670 Spec. M
480volt, 3-phase, 100kW, Diesel
- (1) Caterpillar Model ESA00560 80 KW

10. Matt Gajewski Health Center - 1500 Broadway, Buffalo, NY – Sandor Toth, Chief Engr. 823-4782

- (1) Cummins, 150kW, NT-855

11. Erie County Family Court Building – 1 Niagara Plaza, Bflo, NY – Charlie Mongiovi, Chief Engr. 858-4700

- (1) Onan/Cummins Model DFF1A-4487834 Ser. #J000160559SPECE
480 volt, 3 Phase, 750 kW

12. Erie County H.V.A.C. Facility – 1084 Harlem Rd., Chkt, NY – Sandor Toth, Chief Engr. 823-4782

- (1) CAT Olympian Model G45F3S
120/240 volt, 1 Phase, 42 kW

13. Erie County Fire Radio Communications Bldg. – Chestnut Ridge Park – , Chief Engr. 823-4782

- (1) Kohler Model 30RZZ82 Ser. #179129 33 KW Natural Gas

14. Erie County Youth Detention Facility – 810 E. Ferry St. Bflo, NY – Sandor Toth, Chf. Engr. 858-4707

- (1) CAT#00000T9ET02459
480 volt, 3 phase, 600 KW diesel

15. Public Safety Campus – 45 Oak St., Bflo, NY – Sandor Toth, Chf. Engr. 858-4707

(2) Caterpillar Model # 3508DITA, 900 KW

16. Hamburg Highway – 50 West Ave., Hamburg, NY – Pat Baskerville, District Engineer. 649-4077

(1) Onan/Cummins New install Nov. 2006, 100 KW, Model #DGFB

17. Harlem Highway – 1080 Harlem Rd., Chkt., NY – Richard Denning - District Engineer 823-4243

(1) Onan/Cummins New Install Nov. 2006, 100 KW, Model #DGDB

18. Weights & Measures – 2380 Clinton St., Chkt., NY – Sandor Toth, Chief Engr. 823-4782

(1) Onan/Cummins New Install Nov. 2006, 60 KW, Model #DGCB

19. Concord Highway – Sibley Rd., Concord, NY – Joe Donlon- District Engineer - 592-9346

(1) Kohler – 55 KW, natural gas, Model #55RZ52

20. Aurora Highway – Route 119,Ellicott Rd., Aurora, NY – Chris Baun District Engineer – 652-0410

(1) Kohler – 88 KW, natural gas, Model #100RZ82

The following sites require annual load bank test @ 30% load

21. Erie County Emergency Services - Feddick Rd. Jerry Whittington 858-4799

(1) 35 KW Olympian Diesel

22. Erie County Emergency Services - East Eden Jerry Whittington 858-4799 KW

(1) 25 KW Cummings Diesel

23. Erie County Emergency Services – East Creek Rd Jerry Whittington 858-4799

(1) 25 KW Cummings Diesel

24. Erie County Emergency Services - Newstead Water Jerry Whittington 858-4799

(1) 25 KW Cummings Diesel

25. Erie County Emergency Services - North Collins Jerry Whittington 858-4799

(1) 25 KW Cummings Diesel

26. Erie County Emergency Services - Sardinia Jerry Whittington 858-4799

(1) 35 KW Olympian Diesel

27. Erie County Emergency Services – Military Rd. Jerry Whittington 858-4799

(1) 10 KW Generac Diesel

28. Erie County Emergency Services – Townsend Hill Rd. Jerry Whittington 858-4799

(1) 25 KW Kohler Diesel

29. Erie County Emergency Services – Vermont Hill Jerry Whittington 858-4799

(1) 25 KW Cummings Diesel

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.

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.

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.

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

County of Erie

DIVISION OF PURCHASE

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. 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.

b. 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.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

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

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS OF PRINCIPAL OFFICE STREET 85 Northpointe Parkway Suite 8
CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE New York ZIP 14228

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: N/A

ADDRESS OF LOCAL OFFICE STREET 85 Northpointe Parkway Suite 8
CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

NAMES AND ADDRESSES OF PARTNERS:

N/A

