



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: FIRE EXTINGUISHER INSPECTION, TESTING & MAINTENANCE

CONTRACT #: 0420-22 – SAP Contract #7700000114

CONTRACT DATES: 06/14/2022 - 04/30/2027

BUYER: Phil DiFrancesco

PHONE: 585-753-1130

FAX: 585-324-4278

VENDOR: 11107677
Johnson Controls Fire Protection, LP
90 Goodway Drive
Rochester, NY 14623

VENDOR CONTACT: Zachary Cooley
zachary.j.cooley@jci.com

PHONE: 585.557.4706

TERMS AND CONDITIONS

BID ITEM: FIRE EXTINGUISHER INSPECTION, TESTING & MAINTENANCE

FOR: VARIOUS MONROE COUNTY DEPARTMENTS

PURCHASING CONTACT: Phil DiFrancesco, (585) 753-1130; pdifrancesco@monroecounty.gov

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Time) on **May 4, 2022.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **May 11, 2022.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications and MWBE requirements for the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)**

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be

construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, MWBE Utilization Plan, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2023**, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

OR – for these volatile times...

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. No minimum or service charge will be allowed.

DELIVERY:

All deliveries shall be F.O.B. Destination (Monroe County) to the County Department as specified by a Purchase Order. Delivery costs must be built into the

unit prices bid. Deliveries must be made within one (1) week after receipt of purchase order number. The County reserves the right to terminate the Contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

SECURITIES AND INSURANCE:

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

COMPLIANCE WITH THE LAW:

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

DAMAGES:

Any damages to County equipment and/or property found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.

REGULATIONS:

All work shall be done in accordance with the New York State Building Code and fire codes, laws, ordinances and other applicable regulations.

MATERIAL SAFETY DATA SHEETS:

Material Safety Data Sheets (MSDS) must be provided to the using departments upon award of the bid for the recharge fluid.

OTHER AGENCIES

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

MINORITY AND

- a. Requirements

**WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS**

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Specifications.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

b. Bidder's Detailed M/WBE Utilization Plan

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show obtainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure

to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
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CONTINUED**

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted,

method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.

3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation
4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.

**MINORITY AND
WOMEN'S BUSINESS
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REQUIREMENTS
CONTINUED**

10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

**MINORITY AND
WOMEN'S BUSINESS
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CONTINUED**

e. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no

longer be considered a bona fide M/WBE subcontract.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

**MINORITY AND
WOMEN'S BUSINESS
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h. Certification Process

The State of New York and Monroe County maintains a list of firms which

REQUIREMENTS
CONTINUED

have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

BP420-22
FIRE EXTINGUISHER INSPECTION, TESTING & MAINTENANCE
SPECIFICATIONS

CLASSIFICATION:

Apart from the requirement to recharge extinguisher and maintain "live" extinguisher at all points of installation, the using departments may be expected to have only limited use of fire extinguisher service. Such use may be confined largely to an annual inspection, or to weighing every six months in the case of the carbon dioxide type and refilling spent fire extinguishers. Hydrostatic testing shall be performed only at the intervals recommended by equipment manufacturers (five or twelve years).

ON-SITE SERVICING:

All maintenance checks, and recharging of extinguisher under this contract shall be performed at the sites where such extinguisher is located. The only **exceptions** to the foregoing are cylinders of fifty (50) pounds or more, wheeled extinguisher, refilling of spent extinguishers and hydro testing. For hydro testing, extinguisher may be removed to the contractor's facility. All onsite inspections and testing will be conducted following the appropriate NFPA Code: NFPA 10 Standard for Portable Fire Extinguishers (current edition), NFPA 17 Standard For Dry Chemical Extinguishing Systems (current edition), NFPA 17A Standard for Wet Chemical Extinguishing Systems, NFPA 2001 Standard on Clean Agent Fire Extinguishing Systems (current edition). Contractors will maintain a minimum current staff of two (2) Fire Extinguisher Inspectors, two (2) Fire Alarm Inspectors, and two (2) Fire Alarm Technicians who have passed the back ground investigation for the Fredrick Douglas Greater Rochester International Airport who will be issued identification from the Airport Security office.

TEST FACILITIES:

The high-pressure facilities shall be Bureau of Explosives Approved and meet all Department of Transportation (DOT) specifications. All hydrostatic testing shall be done on contractor's or subcontractor's premises in proper test devices. All testing must be done in compliance with current procedure(s) prescribed by the National Fire Protection Association, and the Compressed Gas Association and must meet all OSHA standards. Copies of the test records shall be submitted to Monroe County at the completion of each test. **A Copy of the Department of Transportation approval letter, for either the contractor or subcontractor must be submitted with bid.**

CARBON DIOXIDE STORAGE:

Extinguisher to be refilled shall be refilled only from a low pressure CO2 source, utilizing pure liquid CO2 (Example: Liquid Carbonic, Carbox and Air Products). No CO2 refills from converters shall be acceptable.

RECORDS:

A complete survey and control card inventory program of every extinguisher serviced by the contractor shall be instituted and/or maintained by the contractor at no additional charge to Monroe County. The contractor shall share this inventory with each operating department and the County's Purchasing Manager. The inventory shall be electronic and will contain the following information: Location of Fire Extinguisher in Building, Inventory Number if assigned by Department, Fire Extinguisher Serial Number, Fire Extinguisher Manufacture Date, Hydrostatic Date (CO2), 6 Year Maintenance Date, 12 Year Hydrostatic Date, Date Yearly Inspection was last conducted.

REPLACEMENT

Whenever an extinguisher is removed from Monroe County property, the

EXTINGUISHER:

contractor shall supply, a "loaner" for use until its return.

DELIVERY:

The service to be furnished under this contract shall be performed on site at the Ordering Department's Facility in quantities as requisitioned by the department, apart from for the exceptions listed above. Spent extinguishers, to be refilled, should be picked up within 24 hours with a two (2) day turnaround time. Emergency services shall be completed the same day or night as the emergency service call.

INSTRUCTION FOR PROPOSAL:

On the bidding sheets, which follow this page, bidders must bid on every service for every size and type of extinguisher listed. Unit prices for maintenance check must be quoted inclusive of labor costs for maintenance check. Unit price(s) entered must be in the form of a flat rate covering all of the foregoing.

QUANTITIES, ADDITIONS AND DELETIONS:

The extinguishers listed on the following page are listed by size and type. The sizes listed are only to show the variety which the County currently owns. Other types and sizes of extinguisher may be added or deleted throughout the terms of the contract. If a new type or size is added a written price will be required from the successful bidder and must be acceptable to Monroe County. Any cost that appears to be unbalanced, unrealistic or disproportionate to the proposed unit cost will be rejected by Monroe County.

While this listing is intended to be accurate, the contract shall include the maintenance testing and repair of all County owned extinguishers, whether or not listed.

REPLACEMENT PARTS:

Damaged parts (i.e. hoses, horns) are to be replaced by the successful vendor at a discount price specified on the unit price sheet. Departments may request either metal or plastic pins, depending on location. No repairs are to be made by the contractor without prior approval from the using department. At the time of award, the successful bidder must supply two (2) copies of the parts price list.

COUNTY SITES:

Any or all County facilities will be indicated in this contract. Monroe County reserves the right to add or delete locations in this contract as deemed necessary. County facilities are primarily located in the downtown area, including the County Office Building, Public Safety Building, Crime Lab, Monroe Community Hospital and the Social Services Building. However, there are other County facilities located throughout the County, including, but not limited to Fredrick Douglas Greater Rochester International Airport (all fire extinguishers that are exposed to weather will use inspection stickers), Pure Waters, Parks and Sheriff's Facilities (which requests that inspection labels to be stickers ONLY).

BP420-22
FIRE EXTINGUISHER INSPECTION, TESTING & MAINTENANCE
UNIT PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE
	Annual Inspections as per cited appropriate NFPA Code – Current Edition	
1	Annual Inspection of Regular Hand-Held Portables (NFPA 10 Standard for Portable Fire Extinguishers – Current Edition)	\$5.00
2	Annual Conductivity Testing of Carbon Dioxide Fire Extinguishers over 5# (NFPA 10 Standard for Portable Fire Extinguishers – Current Edition)	\$2.00
3	Annual Inspection of Large or Wheeled Engines (NFPA 10 Standard for Portable Fire Extinguishers – Current Edition)	\$20.00
	Semi-Annual Inspections as per cited appropriate NFPA Code – Current Edition	
4	Semi- Annual Inspection of Restaurant Hood System (NFPA 17A Standard for Wet Chemical Extinguishing Systems – Current Edition))	\$110.00
5	Semi-Annual Inspection of Gas Station/Industrial Systems (NFPA 17 Standard for Dry Chemical Extinguishing Systems – Current Edition)	\$990.00
6	Semi-Annual Inspection of Clean Agent Suppression Systems (NFPA 2001 Standard on Clean Agent Fire Extinguishing Systems – Current Edition)	\$790.00
	Recharge and Refill as per NFPA 10 Standard for Portable Fire Extinguishers – Current Edition	
7	Recharge and Refill Rate Carbon Dioxide 5#	\$25.00
8	Recharge and Refill Rate Carbon Dioxide 10#	\$32.00
9	Recharge and Refill Rate Carbon Dioxide 15#	\$35.00
11	Recharge and Refill Rate Carbon Dioxide 20#	\$38.00
12	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 2.5#	\$21.90
13	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 5#	\$22.50
14	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 10#	\$26.00
15	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 15#	\$26.00
16	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 20#	\$30.50
17	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 30#	\$35.00
18	Recharge and Refill Rate Monoammonium Phosphate Dry Chemical 50#	\$45.00
19	Recharge and Refill Rate Potassium Bicarbonate (Purple K) Dry Chemical 10#	\$55.00
20	Recharge and Refill Rate Potassium Bicarbonate (Purple K) Dry Chemical 20#	\$65.00
21	Recharge and Refill Rate 2.5 Gallon Water Mist Fire Extinguisher	\$45.00
22	Recharge and Refill Rate K-Class Fire Extinguisher	\$147.00
23	Recharge and Refill Rate Potassium Bicarbonate (Purple K) Dry Chemical Cartridge Fire Extinguisher 30#	\$70.00
24	Recharge and Refill Rate Metal-X Cartridge Fire Extinguisher 30#	\$65.00
25	Recharge and Refill Rate Lith_X Cartridge Fire Extinguisher 30#	\$70.00
26	Recharge and Refill Rate 150# ABC Wheeled Fire Extinguisher	\$297.00
27	Recharge and Refill Rate 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$297.00
28	Recharge and Refill Rate 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tanks	\$327.00
29	Recharge and Refill Rate 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$327.00
30	Recharge and Refill Rate 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tanks	\$377.00

Hydrostatic test per NFPA 10 Standard for Portable Fire Extinguishers – Current Edition		
31	Five (5) Year Hydrostatic Test of all Water Fire Extinguishers	\$45.00
32	Five (5) Year Hydrostatic Test of all Water Mist Fire Extinguishers	\$45.00
33	Five (5) Year Hydrostatic Test of all K-Class Fire Extinguishers	\$147.00
34	Five (5) Year Hydrostatic Test of all 5# Carbon Dioxide Fire Extinguishers	\$25.00
35	Five (5) Year Hydrostatic Test of all 10# Carbon Dioxide Fire Extinguishers	\$32.00
36	Five (5) Year Hydrostatic Test of all 15# Carbon Dioxide Fire Extinguishers	\$35.00
37	Five (5) Year Hydrostatic Test of all 20# Carbon Dioxide Fire Extinguishers	\$38.00
38	Five (5) Year Hydrostatic Test of Nitrogen Cylinder for 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$297.00
39	Five (5) Year Hydrostatic Test of Nitrogen Cylinder for 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$327.00
Six (6) Year Maintenance per NFPA 10 Standard for Portable Fire Extinguishers – Current Edition		
40	Six (6) Year Maintenance Inspection of all ABC/BC Fire Extinguishers - Non Cartridge	\$31.60
41	Six (6) Year Maintenance Inspection of all ABC/BC/Metal-X/Lith-X Fire Extinguishers - Cartridge	\$70.00
42	Six (6) Year Maintenance Inspection of all Clean Agent Fire Extinguishers	\$75.00
43	Six (6) Year Maintenance Inspection of all 150# ABC Wheeled Fire Extinguisher	\$297.00
44	Six (6) Year Maintenance Inspection of all 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$327.00
45	Six (6) Year Maintenance Inspection of all 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tank	\$297.00
46	Six (6) Year Maintenance Inspection of all 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$327.00
47	Six (6) Year Maintenance Inspection of all 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tank	\$297.00
Twelve (12) Year Hydrostatic Test per NFPA 10 Standard for Portable Fire Extinguishers – Current Edition		
48	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 2.5#	\$21.90
49	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 5#	\$22.50
50	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 10#	\$26.00
51	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 15#	\$26.00
52	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 20#	\$35.00
53	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 30#	\$38.00
54	Twelve (12) Year Hydrostatic Test of Monoammonium Phosphate Dry Chemical 50#	\$45.00
55	Twelve (12) Year Hydrostatic Test of Potassium Bicarbonate (Purple K) Dry Chemical 10#	\$55.00
56	Twelve (12) Year Hydrostatic Test of Potassium Bicarbonate (Purple K) Dry Chemical 20#	\$65.00
57	Twelve (12) Year Hydrostatic Test of Potassium Bicarbonate (Purple K) Dry Chemical Cartridge Fire Extinguisher 30#	\$70.00
58	Twelve (12) Year Hydrostatic Test of Metal-X Cartridge Fire Extinguisher 30#	\$65.00
59	Twelve (12) Year Hydrostatic Test of 13.25# Clean Agent Fire Extinguishers	\$75.00
60	Twelve (12) Year Hydrostatic Test of all 150# ABC Wheeled Fire Extinguisher	\$297.00
61	Twelve (12) Year Hydrostatic Test of all 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$297.00
62	Twelve (12) Year Hydrostatic Test of all 125# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tank	\$327.00

63	Twelve (12) Year Hydrostatic Test of all 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher with Nitrogen Tank	\$327.00
64	Twelve (12) Year Hydrostatic Test of all 150# Potassium Bicarbonate (Purple K) Dry Chemical Wheeled Fire Extinguisher without Nitrogen Tank	\$377.00
	ADDITIONAL PRICING	
65	Emergency Repair Labor Rate	\$125.00/Hour
66	Discount off list price for replacement prices	50%
	· Refill of Spent Extinguishers	

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.