

11-360

**COUNTY OF SUMMIT  
PHYSICAL PLANTS DEPARTMENT**

**BID PACKAGE FOR:**

Five (5) Year Full Maintenance Service Contract  
for the Fire Alarm, Door Control and Card Access  
at the Summit County Jail Facility  
205 East Croiser St., Akron, Ohio 44311

Bid Opening – \_\_\_\_\_ 2011  
2:00 p.m.

OHIO BUILDING  
175 SOUTH MAIN STREET  
8TH FLOOR CONFERENCE ROOM  
AKRON, OHIO 44308

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## LEGAL ADVERTISEMENT

### NOTICE TO BIDDERS

Sealed bids will be opened and publicly read on \_\_\_\_\_, 2011 at 2:00 pm. local time, at the County of Summit Ohio Building 8<sup>th</sup> Floor meeting room located at 175 South Main Street, Akron, Ohio 44308, authorized pursuant to Council Resolution No. \_\_\_\_\_ for:

Five (5) Year Full Maintenance Service Contract for the Fire Alarm, Door Control and Door Access at the Summit County Jail located at 205 East Crosier St., Akron, Ohio 44311.

The estimated cost of the project is \$ 200,000.00.

There will be a mandatory bidders meeting at the site on \_\_\_\_\_. The meeting will begin promptly at 10:30 a.m. at the Courthouse main entrance lobby of the 205 East Croiser St. location.

The County of Summit reserves the right to reject any and all bids and any part or parts of any bid. The County, also, reserves the right to waive any informality in the bid.

Bid documents may be obtained free of charge from the County of Summit Physical Plants Department, 2525 State Rd., Cuyahoga Falls, OH 44223 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.

County of Summit, Ohio  
Russell M. Pry, County Executive

To be advertised Friday \_\_\_\_\_.

Faxed to Akron Beacon Journal on \_\_\_\_\_.

To be posted on the County of Summit Website \_\_\_\_\_.

Please invoice the following department:

County of Summit, Ohio  
Physical Plants Department  
2525 State Rd.  
Cuyahoga Falls, OH 44223

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the County of Summit Executive Office, 175 South Main Street, Akron, Ohio 44308 until 2:00 pm. local time on \_\_\_\_\_ for a Five -Year Full Service Maintenance Contract for Fire Alarm, Door Control and Door Access at the Summit County Jail Facility located at 205 East Croiser St. Akron, Ohio 44311.

The envelope containing the bid shall be marked with the project title and shall be opened immediately thereafter and read publicly.

### **I. BID BOND**

Each bid in the amount of twenty-five thousand dollars (\$25,000.00) or more shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or a certified check or cashiers check on a solvent bank, which bond or check shall be in the amount not less than 3% of the amount bid. This bond or check shall be given as security that if the bid is accepted; a contract will be executed in conformity with the bid. Bids less than twenty-five thousand dollars (\$25,000.00) shall require no bid bond.

- A. The bid bond or check of the successful bidder will be returned upon execution of the contract.
- B. Bid bonds or checks of unsuccessful bidders will be returned upon a written request submitted to the Executive's Office.

### **II. LICENSES/PERMITS**

Bidders shall include in their proposal the cost for all licenses/permits required by the State of Ohio and/or any municipality, township or village that are necessary to perform this contract and shall obtain all such permits.

### **III. FORM OF PROPOSAL**

The proposal shall be made on the attached blank forms, designated for such purpose, and shall be completely filled out to contain all the required information, and must be properly signed.

#### **IV. UNACCEPTABLE BIDS**

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County or has been debarred by the County from consideration for contract awards.

#### **V. WITHDRAWAL OF BIDS**

No bid will be allowed to be withdrawn after it has been deposited with the County of Summit, except as provided by law.

#### **VI. REJECTION OR ACCEPTANCE OF BIDS**

The County of Summit reserves the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in the bid. The County has a right to hold bids for up to sixty (60) days. In awarding a contract, the County has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.

#### **VII. BIDDER QUALIFICATIONS**

With his proposal, the bidder shall furnish evidence that is satisfactory to the County of:

- A. Adequate experience in work of this type.
- B. Financial ability to perform the work to its completion in accordance with the specifications, and/or supply the required commodity.
- C. Effort and intent to provide equal employment opportunity and minority business enterprise requirements.
- D. Local Preference Ordinance 94-178

Summit County has established a "Local Preference" for construction contracts by Ordinance 94-178, dated February 22, 1994. Local preference is given to contractors that have an established principal place of business in either Summit County or the State of Ohio. This principal place of business must have been established at least two (2) years prior to the bid opening date.

Bidders having established their principal place of business in Summit County may be preferred as lowest if their bid does not exceed by more than 3%, with an upper limit of Ten Thousand Dollars (\$10,000), of the apparent lowest bidder.

Bidders having established their principal place of business in the State of Ohio may be preferred as lowest if their bid does not exceed by more than 2% of the apparent lowest bid.

To qualify for local preference, bidders must state on the bid form their principal place of business and the date of establishment. Each bidder shall have only one principal place of business. Local preference may only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of 3% or \$10,000.00, whichever is less.

E. Disadvantaged Business Preference—Ordinance 93-67

Summit County has established a “Disadvantaged Business Preference” for construction contracts by Ordinance 93-67, dated February 2, 1993. Disadvantaged Business Preference is given to contractors who have submitted proof of certification as a “disadvantaged business” as provided in Section 177.04 of the Codified Ordinances of County of Summit prior to the advertisement for bids or other announcement for quotes by the County and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates or participates in the operation of a disadvantaged business, subject to the penalties specified in Section 177.04(h) of the Codified Ordinances.

Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid or ten thousand dollars (\$10,000.00), whichever is less. The disadvantaged business preference shall not apply where prohibited by State or Federal law or regulation.

F. Cumulative Preferences

No bidder shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000.00), whichever is less.

**VIII. TAXES**

The County of Summit is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.

**IX. EXAMINATION OF SPECIFICATIONS, SITE, ETC.**

The bidder must examine the specifications, location of the proposed work, if applicable, exercise individual judgment as to the extent of the work to be done, and agree to fully complete the work or deliver equipment or materials in accordance with the specifications for the price bid.

All bidders will be held to have thoroughly acquainted themselves with all conditions pertaining to the work and to have visited the site and to have familiarized themselves with the exact conditions existing.

The contractor is required to carefully read the specifications for all parts of the work so as to become familiar with the work covered under this contract.

There will be a mandatory pre-bid meeting at the job site on \_\_\_\_\_ at 10:30am. All bidders are required to attend.

**X. EEO COMPLIANCE**

The successful bidder must furnish documentation complying with State of Ohio and federal laws relating to discrimination and equal employment opportunity as outlined in the specifications on included forms. Questions relating to EEO requirements should be directed to Summit County EEO Office, telephone (330) 643-2404.

**XI. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDERS**

- A. All permits, certificates of inspection, etc., relating to performance of contracts, if any, must be obtained prior to the contract being executed.
- B. Successful bidders must furnish a copy of an unexpired State of Ohio Certificate of Worker's Compensation.
- C. A 100% performance bond based on the bid and/or contract amount must be submitted within ten (10) days after receipt of notification of award.
- D. A "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042, before an award can be made.
- E. The contractor shall indemnify and save the County harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from, or attributable to the work done under this agreement by the contractor itself or acting with others.

- F. Successful bidder must furnish the County with a taxpayer identification number. The Internal Revenue Code requires the County to file an information return by January 31<sup>st</sup> of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code (26 U.S.C. 3406) requires the County to withhold at a rate of thirty-one percent (31%) if a payee fails to furnish a correct taxpayer identification number, and the back-up withholding requirements continues until the requested information is received.

## **XII. SAFETY REQUIREMENT**

The contractor, its employees, agents, representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment. The contractor further shall take any and all other actions reasonably necessary to protect the life and health of employees of the contractor and of the County and to protect property in connection with the performance of the work under this agreement.

## **XIII. INSURANCE**

The Contractor must provide insurance covering the working period in the amounts according to the contract documents.

The Contractor shall furnish Summit County with proof of insurance.

## **XIV. STATE OF OHIO PREVAILING WAGE RATES**

All wages paid to employees on the work site shall be paid at the prevailing wage rate of wages for the class of work called for under this agreement. The prevailing wage rate for such wages shall be determined in accordance with Ohio Revised Code Chapter 4115, except for any employees who are covered by a collective bargaining agreement in existence prior to the date of this contract, who shall be paid the rate of pay provided for under such an agreement. The contractor agrees to provide the County with full and complete documentation of payment records.

The contractor agrees to provide the County with a contact person, a telephone number, a mailing address and if available, an electronic mail address for purposes of giving notice to the contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the contractor agrees that the use of that method by the County satisfies



any notice requirements of any change in prevailing wage rates that it may have under Ohio Revised Code Chapter 4115.

The contractor further agrees that upon receipt of notice from the County of any changes in prevailing wage rates to immediately inform all subcontractors with whom it has contracted of such changes. The contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the contractor's failure to inform its subcontractors of changes in prevailing wage rates upon notice from the County of such changes.

**FORM OF PROPOSAL**

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit  
Attn: Mr. Craig Stanley, Director of Admin. /Operations  
2525 State Rd.  
Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Maintenance Contract for the Fire Alarm, Door Control and Card Access at the Summit County Jail Facility located at 205 East Crosier St. Akron, Ohio 44311.

And also having received and taken into account addenda numbers:

\_\_\_\_\_

And likewise having inspected the site and the conditions affecting and governing the work of said project, the undersigned hereby proposes to furnish all material and to perform all labor as specified and described in said specification for the said work, for the following sum:

**Total amount for five (5) year period**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Yearly Cost Breakdown**

Year 1 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Year 2 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Year 3 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Year 4 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Year 5 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Accompanying this proposal is \_\_\_\_\_ (certified check, bank draft, security bond) in the amount of \_\_\_\_\_, which is to be forfeited

to Summit County, Akron, Ohio, if the undersigned fails to execute the contract in conformity with "the terms of contract" and furnish bond as specified within (10) days after notification of award of contract to the undersigned. I (we) agree to complete all work in connection with this bid in accordance with the number of days noted above.

In submitting this bid, it is understood that the right is reserved by the County to reject any and all bids. It is also agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

Insert below, bidders name. If a corporation, give the State of incorporation using the phrase, "A corporation organized under the laws of:". If a partnership, give name of partner using the phrase, "Copartners trading and doing business under the firm name and style of;". If an individual using a trade name, give individual name using the phrase, "An individual doing business under the name and style of".

NAME OF FIRM \_\_\_\_\_

NAME OF CORPORATION \_\_\_\_\_

NAME OF PRESIDENT \_\_\_\_\_

CORPORATION IS ORGANIZED UNDER THE LAWS OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BY \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS \_\_\_\_\_

DATE OF ESTABLISHMENT OF PLACE OF BUSINESS \_\_\_\_\_

FEDERAL TAX I.D. NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term "contract" includes the term "Purchase Order" and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "seller" shall refer to the Bidder, Offeror, Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to County of Summit hereinafter referred to as Buyer:

A. REPORTS Within thirty (30) days after any contract subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" unless Seller has either filed a report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file.

B. PRIOR REPORTS: If seller has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, seller has filed all required compliance reports. Seller shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractors prior to awarding subcontracts not exempt from the Equal Opportunity clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Seller, with fifty (50) or more employees which is not otherwise exempt under 41 C.f.R., Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect. 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible for EEO compliances as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.

F. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Item: \_\_\_\_\_

Project: \_\_\_\_\_



## NOTICE

Attached is a declaration of Personal Property Tax Delinquency form, which is required by ORC 5719.042 for every competitive bid contract awarded by the County.

When an award is made after a competitive bid, the successful bidder must attach the fully executed statement to his contract documents, i.e., contract or purchase order, as applicable. If the declaration shows monies owed, the County Auditor shall forward a copy to the County Treasurer within 30 days of receipt.

Inquiries concerning this matter may be directed to Mr. Brian Harnak, County Executive's Associate General Counsel, County of Summit Executive's Office, Ohio Building, 8th floor, 175 South Main Street, Akron, Ohio 44308, 330-643-2517.

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, \_\_\_\_\_ hereby affirm that  
\_\_\_\_\_, Bidder herein IS/ISNOT  
(as applicable) charged at the time of submitting this bid with any delinquent personal  
property taxes on the general tax list of personal property of the County of Summit.  
The amount of such due and unpaid delinquent tax and any due and unpaid penalties and  
interest is \$ \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF OHIO

COUNTY OF SUMMIT, ss.

Before me, a Notary Public, in and for said County, personally appeared

\_\_\_\_\_, authorized signatory for

\_\_\_\_\_, and acknowledges that he has signed

the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have affixed by hand and seal of my office at

\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



**RESOURCES AND EXPERIENCE OF BIDDER**

The Bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed Contract it has done, or give reference and such other detailed information as will enable Summit County to judge the Bidder's responsibility, experience, skill and financial standing. Among other things, this statement shall include the following: Evidence to the effect that the Bidder maintains a permanent place of business; list of plant equipment available for the work under the proposed Contract, together with the statements as to when purchased or otherwise obtained and statements as to its present physical condition; evidence to the effect that the Bidder has suitable financial status to meet obligations incident to work, and evidence to the effect that the Bidder has appropriate technical experience.

(Attach additional sheets as may be necessary)

1. Bidder's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. History of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Previous Jobs Completed: \_\_\_\_\_

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5. Manpower and Equipment Available to Perform Work: \_\_\_\_\_

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6. Evidence of Financial Status: \_\_\_\_\_

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**BID GUARANTY & CONTRACT BOND**  
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_  
(here insert full name and address or legal title of Contractor)

as Principal and \_\_\_\_\_  
(here insert full name or legal title of Surety)

as surety, are hereby held and firmly bound unto the County of Summit as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ (date) to undertake the project known as:

\_\_\_\_\_  
\_\_\_\_\_  
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(if the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid including Alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including Alternates in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Bidder has submitted a Bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the Bid, plans, details specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid, or the costs in connection

with the resubmission of printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid, plans, details, specifications, and bills of materials which said Contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provision thereof and in accordance with the plans, details, specifications, and bills of materials therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that his undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to terms of said Contract or to the plans or specifications therefore shall in any way affect the obligations of said Surety on this bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

BIDDER \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

**EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION  
CERTIFICATE**

A. The undersigned Firm agrees that in the hiring of employees for the performance of work under any contract awarded by the County of Summit, or any subcontract awarded by the County of Summit, the undersigned Firm, its subcontractor or any person acting on its behalf, shall not, by reason of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

B. The undersigned Firm agrees that it, its subcontractor or any person on its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The undersigned certifies he does not maintain and he will not permit his employees from performing services at any segregated facilities.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**MAINTENANCE AGREEMENT**

THE COUNTY OF SUMMIT ("County") AND  
175 South Main Street, Eighth Floor  
Akron, OH 44308

Vendor Name: \_\_\_\_\_ ("Vendor")

Principal Place of Business:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Board of Control Directive No.: \_\_\_\_\_

This Maintenance Agreement ("Agreement") is entered into by and between the County and Vendor in accordance with the terms set forth below. The County and Vendor agree as follows:

1. Services. Vendor agrees to provide maintenance services ("Services") to County as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

The Services shall be provided at the premises located at 205 East Crosier St. Akron, Ohio 44311

The Work shall be performed for normal services between the hours of 7:30 a.m. and 4:00 p.m. on the following days each week: (Monday-Friday). Emergency repairs are to be performed immediately upon contact at any time during the week.

2. Term. This Agreement is dated and effective as of the date signed by the County Executive.

Vendor will start work for the Services on approximately: \_\_\_\_\_ *November 01, 2011*  
Vendor will complete all work for the Services no later than: \_\_\_\_\_ *October 31, 2016*

3. Price. The price for the Services will not exceed:

_____	\$	
_____	\$	Year 2011
_____	\$	Year 2012
_____	\$	Year 2013
_____	\$	Year 2014
_____	\$	Year 2015

- The Price will include all costs for materials, supplies and labor. There are no extra charges or fees.
- Vendor warrants that the Price for the Services is not less favorable than those currently extended to any other customer for the same or similar Services.
- County shall have the right to set off amounts owed to Vendor for Vendor's failure to perform its obligations or for any damages caused by Vendor.

4. Quality of Services. Vendor agrees that the Services must meet the County's quality expectations and if the County is dissatisfied with the Services provided by the Vendor, the Vendor agrees to remedy the area of dissatisfaction within thirty (30) days of notice. If Vendor is unwilling or unable to remedy the problem within the thirty (30) days, then the County will have the right to have another vendor fix the problem and the Vendor will be required to reimburse the County for those costs upon demand.

5. Independent Contractor. It is mutually understood and agreed that the Vendor, Vendor's employees, agents and anyone working on behalf of the Vendor are independent contractors and are under the sole direction and control of the Vendor.

6. Tools, Equipment and Supplies. Vendor shall use its own tools, equipment and supplies and Vendor is responsible for ensuring such tools, equipment and supplies are properly maintained and safe to use.

7. Insurance. Vendor agrees to provide and maintain throughout the term of this Agreement the following with regard to insurance:

- (a) General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence;
- (b) Auto Liability insurance with a combined single limit of One Million Dollars (\$1,000,000);
- (c) Worker's Compensation insurance in such limits as prescribed by law;
- (d) County must be named as an Additional Insured with regard to General Liability including a policy endorsement; and
- (e) 30 days advance written notice of policy cancellation, non-renewal, reduction of limits, or other material modification.

Vendor shall provide County with a Certificate of Insurance and Policy Endorsement naming County as an additional insured upon execution of this Agreement.

8. No Exclusive Rights. County has not granted Vendor any exclusive rights for County projects.

9. Indemnification. Vendor agrees to indemnify, defend and hold harmless the County and all of its employees and agents from any and all losses, liabilities, negligence, expenses, claims or damages arising from or relating to the Vendor including Vendor's employees, agents, representatives or any other parties working on its behalf. This indemnification shall survive the termination of this Agreement. Vendor waives the protection of any Workers' Compensation laws with respect to claims for contributions or indemnification by the County.

10. Reports and Records. Vendor shall maintain and provide to the County upon demand the following records and reports: accounting and fiscal records adequate to enable the County and/or the State of Ohio to audit and otherwise verify claims for reimbursement; and any other records and reports relating to compliance with local, state and federal statutes and regulations. Vendor shall keep records for three (3) years after final payment and all pending matters are closed or for three (3) years after the completion of any action involving the records, whichever is later.

11. Termination without Cause. County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience and without cause. In the event of termination under this paragraph, Vendor will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related to this Agreement. County will pay Vendor for all services satisfactorily performed prior to notice of termination. There is no termination fee.

12. Prevailing Wage. If the Services are construction and exceed **\$23,447.00 for alterations or \$78,258.00 for new construction ( for 2010/2011 )**, Vendor agrees it shall comply with the Prevailing Wage Rate requirement as set forth in Ohio Revised Code Chapter 4115 and all other applicable laws and regulations. It applies to installation of computers, security systems, electrical work (even if adjunct to existing system), painting, reconstruction, enlargement, alteration, repair, remodel and renovations.

13. Compliance. Vendor represents and warrants it has all necessary licenses required to perform the Services. In addition, Vendor agrees that in the hiring of employees for performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on a Vendor's or its subcontractor's behalf, by reason of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, shall not discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Vendor further agrees that Vendor, its subcontractors, or any person on a Vendor's or its subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in

Section 101.02(r) in the Codified Ordinances of the County of Summit. Vendor certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities. Vendor agrees to comply with all applicable federal, state and local laws, orders, rules and regulations.

14. Drug Free Workplace. Vendor will comply with all applicable Ohio laws regarding maintaining a drug free workplace. Vendor will make a good faith effort to ensure that all its employees, while working on County property, do not possess and will not be under the influence of illegal drugs, alcohol or abuse prescription drugs.

15. Waiver. The remedies contained in this Agreement will be cumulative in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Agreement or any delay in enforcing its rights will constitute a waiver of the County's rights and remedies.

16. Modification. Any modification of this Agreement must be signed by the authorized representatives of all parties.

17. Non-Assignment. Vendor agrees to perform personally all duties and obligations imposed under the terms of this Agreement. Vendor agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will cause this agreement to be terminated at the County's sole option and upon such termination the Vendor shall forfeit its right to payment for any Services provided.

18. Jurisdiction. This Agreement will be governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court, the Summit County Court of Common Pleas or the U.S. District Court for the Northern District of Ohio and Vendor permits itself to the jurisdiction and venue of those courts.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any prior agreements.

20. Set Off. All claims for money due or to become due from County and any damages caused by Vendor will be subject to deduction or right of set off by County.

21. Conflict. If this Agreement is entered into pursuant to Ohio R.C. 125.04, also known as House Bill 100, the State of Ohio Terms and Conditions shall apply in the event of a conflict.

22. Unresolved Findings of Recovery. Pursuant to Ohio Revised Code §9.24, Vendor represents and warrants that no unresolved findings of recovery have been issued against Vendor by the Auditor of the State of Ohio.

Intending to be legally bound, the parties hereby execute this Agreement:

\_\_\_\_\_ [Name of Vendor] COUNTY OF SUMMIT, OHIO

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Russell M. Pry, Executive Date

Approved as to form:

\_\_\_\_\_  
Deborah S. Matz, Director, Law Department



## EXHIBIT "A"

### **SPECIFICATIONS FOR THE MAINTENANCE OF FIRE ALARM, DOOR CONTROL AND CARD ACCESS FOR THE COUNTY OF SUMMIT JAIL**

The Contractor is required to read carefully the specifications for all parts of the work so as to become familiar with the work covered by the contract. The Contractor shall visit the site and familiarize himself with the existing conditions before submitting his bid. No additional compensation will be awarded due to unfamiliarity. It shall be assumed that he has full knowledge of existing conditions and accepts them as is.

#### I. GENERAL

It is understood and agreed that the following conditions shall be part of the specifications of this contract. These general specifications shall be binding upon this Contractor.

#### II. DEFINITIONS

Where the word "Bidder" is used in the specifications, it shall be understood to mean any contractor submitting a bid to perform the work and supply the materials as defined in these specifications. Where the word "Contractor" is used in these specifications, it is understood to mean the successful bidder to whom the service contract is awarded. Where the word "Owner" is used in these specifications, it shall be understood to mean the County of Summit and the duly authorized representative thereof.

#### III. SCOPE OF WORK

This specification covers five (5) years service to the specified fire and security system and components thereof at the Summit County Jail, 205 East Crosier Street, Akron, Ohio 44311.

#### IV. PROPOSAL REQUIREMENTS

Before submitting a proposal, each bidder must make a careful study of the site and specifications and fully assure himself as to the extent of the work, the type and quality of the materials, and the type and quality of the workmanship required. The bidder must carefully consider and visit the places where the work is to be performed, the materials delivered and, should his proposal be accepted, he will be held responsible for any misunderstandings or error, whether or not it is the result of his

unfamiliarity with the work. The proposal for this work must cover all labor and material, scaffolding, equipment, rigging, tools, transportation, etc., necessary for the complete service on everything described, shown, or reasonably implied herein. These specifications include all labor, materials, equipment, replacement parts, etc., necessary to keep all systems in good operating condition satisfactory to the Owner.

All items of labor, materials or equipment not specifically required by the specifications but incidental to or necessary for the proper operation of the fire and security systems, or reasonably implies in connection therewith, shall be furnished as if specifically required by the specifications. The right is reserved to furnish any detail drawings which, in the judgment of the Owner, may be necessary.

V. DISCREPANCIES

In the case of any discrepancies, the subject shall be referred to the Owner for decisions and the Owner's decision shall be binding; and without such decision, adjustments shall not be made by the Contractor save at his own risk.

VI. SUMMIT COUNTY REPRESENTATIVES

The Summit County representatives shall be the following and shall be called in order noted below:

1. Tom Hathaway – (330) 643-2773
2. Jon Holland – (330) 926-2492

VII. SYSTEM DESCRIPTION

The fire alarm – door control system is a non-coded, multiplexed, addressable, proprietary, detention control – fire alarm system consisting of:

Simplex 4100U & 4120 central processing units interfaced with two TrueSite Workstations, graphic control panels, field door control panels, field fire alarm panels and a LED remote annunciator. The field panels are interfaced with zone adapter modules and peripheral devices such as ceiling smoke detectors, duct smoke detectors, heat detectors, pull stations, tamper switches and flow switches.

The access-watch tour control system consists of a master controller (personal computer based) with keyboard, color monitor, mouse, printer and surge protector. The field equipment consists of software main controller, terminal controllers, power supplies, proximity readers and key

tour stations. The system controls access to secured areas and monitors guard watch tours.

#### VIII. BIDDER QUALIFICATIONS

The following requirements shall be considered as the minimum standards for a Service Company to be considered as qualified to provide services under this contract and shall be prerequisite to any award.

- A. A period of five (5) years experience in the performance of fire alarm and security system maintenance as specified shall be considered a minimum. Bidder must submit documentation of experience with his bid.
- B. The Service Company shall submit with their bid, evidence satisfactory to the Owner of their ability to troubleshoot, maintain, modify as required and secure replacement parts for the equipment described in these specifications.
- C. The Service Company shall submit with their bid evidence of at least five (5) full service maintenance contracts with equipment similar to that of this specification. This evidence shall include name, address, phone number, length of contract and type of equipment covered.

#### IX. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDER

- A. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the Service Company. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior written consent. The Service Company shall submit with their bid resumes of each individual who will have responsibility for maintaining, testing or scheduling work on the systems and equipment.
- B. The Service Company shall maintain a field office and/or warehouse that are within fifty (50) miles of the facility to be serviced under this specification. Bidder must submit address of this facility with his bid.
- C. Due to the critical nature of the Owner's facility, the bidder must provide with their proposal, the procedure for receiving and dispatching calls during non-business hours.

- D. There will be a mandatory bidders meeting on \_\_\_\_\_ at the Summit County Jail located at 205 East Crosier Street, Akron, Ohio 44311. This pre-bid meeting will involve an owner given tour of the facility and equipment and is a time the bidders may submit questions. All bidders are required to attend. The tour will begin promptly at 9:00 a.m. from the second floor lobby area.

X. GENERAL TERMS AND CONDITIONS

A. Service Company Responsibility

1. The Contractor shall be responsible for maintaining original design performance condition for all equipment and systems covered under this specification. The Contractor accepts all equipment and systems as is upon submitting this maintenance proposal.

Design, installation labor and materials required to keep system at the design performance level are the responsibility of the Contractor and shall be effected at no additional cost to the Owner. Service is to be provided as required, 24 hours per day, 7 days per week, including holidays at no additional cost to the Owner.

The Service Company shall maintain the systems in good working order in accordance with the highest standards of workmanship. This included where applicable, the adjustment and replacement of unserviceable parts in the mainframe and control panels to include the following:

- a. Perform work on an around-the-clock basis in situations declared by the Owner as emergencies.
  - b. Fire alarm equipment testing, maintenance, parts replacement and emergency service calls on the entire fire alarm system/control equipment.
  - c. Card access equipment testing, maintenance, parts replacement and emergency service calls.
2. All labor, travel and mileage (24 hours per day).

3. All premium time incurred in the performance of repairs and maintenance outside of normal working hours shall be at no additional cost to the Owner.
4. Pre-scheduled inspections as required but in no case less than yearly to include:
  - a. A complete functional test of each fire alarm control panel to include transmission and confirmation of the alarm at the main C.P.U.
  - b. Operation of all auxiliary functions of each control panel and sub panel assemblies.
  - c. A complete functional test of all peripheral devices.
  - d. A complete functional test of all card readers with related doors and all watch tour stations.
  - e. Provide documentation of testing for all applicable agencies as required.
  - f. Contractor will provide technical assistance to building maintenance personnel for the purposes of tracing system ground faults to enable building personnel to make repairs to building wiring.
  - g. On devices designated to control air handling equipment, verify that signal from device reaches the appropriate control.
5. Parts Inventory

The Service Company shall have in local inventory, or ready access to:

- a. Complete set of RAM circuit boards for 2120 and 4100 processors.
- b. Replacement batteries for all panels and processors.
- c. A minimum of one (1) each printed circuit modules for each type of module used in building equipment to include transponders and S.C.C. sub graphic panel printed circuit boards.

- d. An ample supply of each type of lamp, fuse, and components as may be required to service the building equipment during normal or emergency after hour service calls, to include sub graphic panels and switches.
- e. A supply of peripheral devices for each type of system.
- f. Loaner processors for HRT and touch screen systems during down time for repairs.

6. Exclusions

The Service Company shall not be responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the Service Company, or by reason of any other cause beyond the control of the Service Company, except for ordinary wear and tear.

7. Emergencies

Because of the nature of the Owner's facility, the Service Company will be required to have personnel on site and commence corrective action within two (2) hours of receipt of notification (by telephone or otherwise) from the Owner that such an emergency exists. Failure of the Service Company to adequately respond to emergency situations within the terms of this contract will be grounds for the Owner to seek assistance from whatever means available and back charge the associated charges to the Service Company.

8. Security Clearance

All employees of the Service Company who will be working within the facility will be required to submit to a background check conducted by the Summit County Sheriff's Department.

9. Housekeeping

Upon completion of any work, the work areas shall be cleaned of all refuse caused by the work performed. The Service Company shall not allow waste material or rubbish caused by its employees to accumulate in or about the

premises, but shall have same properly removed as required by the Owner.

B. Facility Responsibilities

1. Facility agrees to provide free access to the equipment to perform service.
2. Facility agrees to supply suitable electrical service.
3. Facility agrees that in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time that the Service Company is first notified of the emergency or failure and until such time as the Service Company notifies the Owner that the system is operational and/or the emergency was cleared.
4. Facility agrees to provide reasonable protection for the Service Company's employees and equipment while on the Owner's premises.
5. Facility assumes all responsibility for maintenance of cell door mechanical hardware and wiring.

**SUMMIT COUNTY JAIL**  
**FIRE/SECURITY DEVICE TOTALS**

Photoelectric smoke detectors	342
Heat detectors	14
Panic button	4
Duct smoke detectors	39
Pull station – single action	53
Water flow switch	15
Tamper switches	28
Audio/visual alarms	59
Magnetic door holder	60
Simplex Control Panel Mode 4120	3
Simplex Control Panel Mode 4100 U	6
Graphic door control panels	27
Proximity Readers	26
Terminal controllers	20
Power supplies (card access)	15
Card access printer	1
Card access watch tour C.P.U. (PC based)	1
Watch tour stations	110
TrueSite Workstations	2