

Joseph H. Vicari, Director Gary Quinn, Deputy Director Barbara Jo Crea, Commissioner Virginia E. Haines, Commissioner John P. Kelly, Commissioner

*Tristin J. Collins, Director, Management & Budget Jennifer L. Bowens, Purchasing Agent* 

County of Ocean Administration Building 101 Hooper Avenue Toms River, NJ 08754

# BID

# FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE

# *2023*

ADVERTISEMENT DATE: May 10, 2023 OPENING: May 31, 2023, 11:00 am

Bid Category: 16- Maintenance and Repair of Equipment

# NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on Wednesday, May 31, 2023 at 11:00 am, prevailing time.

Bids will be received electronically via the <u>County's OpenGov Electronic Bid Portal</u> (<u>https://procurement.opengov.com/portal/oceancounty/</u>)</u>

Specifications and form of proposal are on the <u>Procurement Portal (Link Above)</u> or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

JOSEPH H. VICARI, Director JENNIFER L. BOWENS, Purchasing Agent

# CONTACT INFORMATION AND PROJECT TIMELINE

#### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

#### **Contact Information**

For further information regarding these specifications, contact

Jessica Hannold Buyer 101 Hooper Ave. Room 224 Toms River, NJ 08753 Email: <u>ocpurchasing@co.ocean.nj.us</u> Phone: (732) 929-2101 Department:

Buildings and Grounds

## <u>Timeline</u>

Advertising Date	May 10, 2023			
Bid Opening Date	May 31, 2023, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753			

# **IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL**

#### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <u>https://procurement.opengov.com/portal/oceancounty</u>

Once you have completed account registration, browse back to this page: <u>County's OpenGov Electronic Bid</u> <u>Portal (https://procurement.opengov.com/portal/oceancounty/)</u>

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.

# **INSTRUCTIONS TO BIDDERS**

#### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Wednesday, May 31, 2023.

#### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

#### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

#### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

#### NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

#### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

#### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

#### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

#### **Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

#### **Bid Security**

NO BID SECURITY

#### **Performance Bond**

NO PERFORMANCE BOND

#### **Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

#### **Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

#### **Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

#### **Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

#### Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

#### Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

#### Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

# **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

# **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

#### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

## American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

## **Market Conditions**

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.

Such events shall be industry wide and cause all related product prices to be effected. All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval. If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

## Note: A request for price increase does not guarantee approval.

## <u>Assignment</u>

This agreement shall not be assigned without the written consent of the County of Ocean.

## NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

## Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

• All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.

• Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.

• Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

# Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <a href="https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml">https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml</a>

# **Special Surety Bid Requirements for Certain Construction Projects**

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

# New Jersey Business Registration Requirements

Pursuant to <u>N.J.S.A.</u> 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

# Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.usreasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to <u>N.J.S.A.</u> 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each

day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

## Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

#### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

## **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

## Certification of Non-Involvement In Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, the "person or entity" (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not "engaging in prohibited activities in Russia or Belarus" (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here: https://www.nj.govreasury/administration/pdf/RussiaBelarusEntityList.pdf

## **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

## Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.

# **Comprehensive General Liability**

- 1. Bodily Injury \$500,000 per person; \$1,000,000 per occurrence.
- 2. Property Damage \$1,000,000 per occurrence.

# **Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

# **Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

# **County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is: **CK-02-OC** 

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check ( $\sqrt{}$ ) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

# AWARD METHOD

Contract will be awarded on a lump sum basis.

# VENDOR QUESTIONNAIRE

#### County Cooperative Contract Purchasing System\*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in <u>Instruction to Bidders</u>.

YesNo\*Response required

#### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Prohibited Russia-Belarus Activities & Iran Investment Activities

# FAILURE TO SUBMIT ANY OF THESE DOCUMENTS**MAY BE** CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

# NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

#### Please note: The County's preferred method of submission is DocuSign.

Click here to go to the form \*Response required

#### **Copy of Bidder's Certificate of Employee Information Report**

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

(a) An existing federally approved or sanctioned affirmative action program.

(b) A New Jersey Certificate of Employee Information Report Approval.

(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

# QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

## Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

## Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR\_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

## Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

## Mandatory Equal Employment Opportunity Statement\*

Does the BIDDER comply with the <u>#Mandatory Equal Employment Opportunity Statement</u>?

□ Yes □ No \*Response required

# Americans with Disabilities Act Provisions\*

Does the BIDDER comply with the <u>#Americans with Disabilities Act Provisions</u>?

□ Yes □ No \*Response required

# Public Works Registration Certificate\*

All workers performing public works activities for subcontractors awarded contracts by an energy services company pursuant to this section shall be paid prevailing wages in accordance with the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.). All subcontractors shall comply with the provisions of "The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48 et seq.). Only firms appropriately classified as contractors by the Division of Property Management and Construction shall be eligible to be awarded a contract as a subcontractor of an energy services company under this section for performing public works activities pursuant to regulations adopted by the Division of Property Management and Construction.

Bidder shall provide with their bid a copy of the Public Works Registration Certificate for all Public Works Bids.

#### Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

\*Response required

#### **Certificate of Insurance**

Please upload your company's certificate of insurance.

## **CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS\***

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency.

The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

Please complete the Certification of Non-Debarment form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

#### Please note: The County's preferred method of submission is DocuSign.

Click here to go to the form \*Response required

## **Contractor's Data Sheet\***

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

## Please note: The County's preferred method of submission is DocuSign.

Click here to go to the form \*Response required

## **COMPETENCE OF BIDDERS/ PERFORMANCE**

Prospective bidders should submit the following information with their bid package as specified in the Contractor's Data Sheet included in this bid package:

1. Contractor shall have a minimum of 5 (five) years experience servicing and installing traditional and multiplex Fire Alarm Systems, manufactured by EST/UTC (Edwards Systems Technology formerly GE Securities).

2. Submit references of at least three (3) projects similar to this project where EST-3 Systems including FireWorks graphic Computers are installed, inspected and maintained.

3. Contractor shall possess a State of New Jersey, Department of Community Affairs, Division of Fire Safety, Fire Protection Equipment Contractor Business Permit Listing "Fire Alarm Systems" as area of permit issuance.

4. Contractor shall employ at least one (1) on staff possessing National Institute for Certification of Engineering Technologies (NICET) certification at Level II or higher in Fire Protection Engineering – Fire Alarm Systems. This employee shall hold Fire Alarm License as noted in #5 below.

5. Contractor shall employ at least two (2) full time employees possessing a "Fire Alarm License" issued by the New Jersey Office of the Attorney General, Division of Community Affairs, Fire Alarm, Burglar Alarm and Locksmith Advisory Committee, one whom will be regularly onsite.

6. Contractor shall employ and assign to this project at least three (3) full time employees possessing GE Security training certificates on EST/UTC EST3 and FireWorks.

7. Contractor shall provide proof of the bidder's EST/UTC authorization for the servicing, maintenance and installation, sales and support of EST-3 and FireWorks systems with the bid.

# **ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

## Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

## Acknowledgement of Submission of Forms from Current Bid Package\*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

□ Please confirm \*Response required

## Submission of Bid Package\*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm\*Response required

# MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

# N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

#### N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <a href="http://www.state.nj.usreasury/contract\_compliance">www.state.nj.usreasury/contract\_compliance</a>)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27</u>.

# AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

# INTENT

# **CONTRACT TERMS**

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

## **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

## **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

# **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

## **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

## **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

## **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

## **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

## **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

# QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

# WARRANTY

Manufacturer's warranty shall apply.

# **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

## **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

## **COMPLIANCE TO MINIMUM BID REQUIREMENTS / EQUIVALENT PROPOSALS**

It is the intent of these specifications to describe and govern the purchase of a new and unused FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

# **CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

## http://webhost.co.ocean.nj.us/ocbidportal.nsf

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

# SPECIFICATIONS AND SCOPE OF WORK

## **SCOPE OF WORK**

Please see "Attachments", "Project Documents" for detailed project specifications.

# SECURITY CLEARANCE FORM

The Contractor shall be required to submit Department of Corrections Security Clearance Application for each employee and subcontractor's employee prior to being admitted to the site. Security Form is available in the attachments for download, or can be accessed by the following link:

https://co.ocean.nj.us/OC/Corrections/frmContact.aspx. Please be advised that no one will be allowed access to the site without prior approval using the Security Clearance Application.

Contractor's access to the premises will be restricted and regulated by the owner, since the facility partially serves as an active county correctional facility. Contactor's staff must wear photo identification displaying the company name and employee on their person when performing work at any County building. All personnel or agent or the Contractor must observe all rules and regulation in effect at the buildings. Employees or agents of the Contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees, or agents of the County.

Contractor must have personnel capable of passing security screening by County Department of Corrections. Specifically, screening shall be through the National Crime Information Center and State Crime Information Center. Additionally, the County department of Corrections performs State and Municipal criminal and motor vehicle background checks and requires a copy of photo ID/ photo driver's license and social security card. Such security requirements pertain to all jail and detention facilities. Clearance authorizations expire one year from the date of submission of form. Contractors must track date and update their security clearance prior to its expiration.

# PRICING PROPOSAL

# FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE

Line Item	Description	Qty	Unit of Measure	Unit Cost	Total Cost	Comments:	
1	Annual Inspection and Testing	1	LS				
2	Sensitivity Testing of Smoke Detectors	1	LS				
3	Cost to provide and install software and unique barcode sticker on all fire alarm devices within both buildings	1	LS				
4	Cost to provide and maintain web accessible bar code database	1	LS				
LABOR RATES FOR GRAPHICS, REPAIRS, DATABASE MAINTENANCE							
5	Regular Hours	300	HR				
6	Overtime Hours	50	HR				
MATERIALS/PARTS							
7	Calculate percentage of markup charges on wholesale cost Materials/Parts by multiplying \$22,500.00 by your standard mark-up (SHOW MARKUP IN COMMENTS) Materials/Parts plus mark-up % (\$22,500.00 x%) + 22,500.00 = ENTER YOUR CALCULATION IN THE UNIT COST COLUMN.	1	LS				
TOTAL							

## SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 1 of 7 ACCESS TO COUNTY LOCATIONS

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County building.

All personnel or agents of the contractor must observe all rules and regulations in effect at the buildings.

Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

Contractor must have personnel capable of passing security screening by the County Department of Corrections. Specifically, screening shall be through the National Crime Information Center, and State Crime Information Center. Additionally, the County Department of Corrections performs State and municipal criminal and motor vehicle background check and requires a copy of photo ID/ photo license and social security card/ employer proof of tax withholding.

#### **INSPECTION OF EQUIPMENT**

All bidders are invited to visit the subject buildings and inspect all equipment to be serviced. Such inspection visit may be coordinated through Buildings & Grounds Department at (732) 929-2039.

#### **RESPONSE TIME**

Contractor shall have the ability to respond to Emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and be on site within one (1) additional hour. Contractor shall work continuously to solve issue. Three (3) documented failures to comply shall be considered cause for termination of contract.

Emergency service calls shall be defined as extenuating circumstances that cannot await regular scheduling.

Contractor shall respond to regular service calls by scheduling an on-site initial assessment within twenty– four (24) hours of notification from County. Work shall occur during regular work hours. Contractor shall advise of the treatment plan, time for implementation, lead time on materials and submit a quote as defined herein. County will then advise of a purchase order number.

#### **DEFINITION OF REGULAR AND OVERTIME WORK HOURS**

Regular work hours are defined as any hours worked between 8:00 AM and 4:30 PM, Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular" work hours; which may include nights, weekends and holidays.

#### **QUOTES**

The terms quote, proposal, estimate are used interchangeably and shall mean the same. The County does not pay for quotes. The County does not pay fixed fees and will pay only for the actual number of hours authorized and worked.

## SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 2 of 7 **<u>OUOTES</u>** (CONT'D)

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates.

The County reserves the right to delete or add additional units as needed, at contract bid prices.

#### HOURLY LABOR RATE

Labor hours are shown in the proposal page for bid purposes only.

We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates. The County does not guarantee any minimum number of hours <u>and will pay only for the actual number of hours authorized and worked.</u>

All prices shall be firm and include transportation charges for providing services to any of the County locations. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

#### **MATERIALS**

The County will only pay for materials that have been authorized and used.

Parts / Materials Prices: All materials shall be invoiced at <u>actual wholesale cost</u> plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

Only Original Equipment Manufacturer (OEM) parts shall be used, unless otherwise approved in advance of order and installation.

#### SERVICE TICKETS

Daily service work tickets shall be delivered by the close of each business day to the Department of Buildings and Grounds, which can be reached at (732) 929-2039.

#### **INVOICING**

An invoice will be generated after each service activity has been performed. Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials. An invoice will be generated after work has been performed and submitted within two (2) weeks.

All invoices must reference the work order number and each invoice shall reference the corresponding purchase order number for each separate line item amount billed. Contractor must invoice for all personnel performing work even if contractor's price is zero dollars.

Each invoice shall have attached service tickets with dates and times (in/out) of work referencing all service activity per work order.

## SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 3 of 7 COMPETENCE OF BIDDERS/ PERFORMANCE

Prospective bidders should submit the following information with their bid package as specified in the Contractor's Data Sheet included in this bid package:

- 1. Contractor shall have a minimum of 5 (five) years experience servicing and installing traditional and multiplex Fire Alarm Systems, manufactured by EST/UTC (Edwards Systems Technology formerly GE Securities).
- 2. Submit references of at least three (3) projects similar to this project where EST-3 Systems including FireWorks graphic Computers are installed, inspected and maintained.
- 3. Contractor shall possess a State of New Jersey, Department of Community Affairs, Division of Fire Safety, and Fire Protection Equipment Contractor Business Permit Listing "Fire Alarm Systems" as area of permit issuance.
- Contractor shall employ at least one (1) on staff possessing National Institute for Certification of Engineering Technologies (NICET) certification at Level II or higher in Fire Protection Engineering – Fire Alarm Systems. This employee shall hold Fire Alarm License as noted in #5 below.
- 5. Contractor shall employ at least two (2) full time employees possessing a "Fire Alarm License" issued by the New Jersey Office of the Attorney General, Division of Community Affairs, Fire Alarm, Burglar Alarm and Locksmith Advisory Committee, one whom will be regularly onsite.
- 6. Contractor shall employ and assign to this project at least three (3) full time employees possessing GE Security training certificates on EST/UTC EST3 and FireWorks.
- 7. Contractor shall provide proof of the bidder's EST/UTC authorization for the servicing, maintenance and installation, sales and support of EST-3 and FireWorks systems with the bid.

#### **GENERAL CONDITIONS**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder. Price quoted shall include compliance with these laws.

The Contractor, as part of the work is to pay all taxes, fees, royalties, license fees, and payments to subcontractors, bonds, tests, insurance set forth in the contract documents and permits other than those specifically excluded by the contract documents.

The Contractor is to be responsible for all construction means, methods and procedures; the supervision of the work; the coordination of the work of contractors and subcontractors; work scheduling; job records; cleanupdisposal and restoration; safety and correction of defective and destructive work.

The bidding contractor shall clearly document that the inspection will meet the requirements of the NJ Uniform Fire Code and referenced NFPA Standard 72 latest enforceable NJUFC for annual system testing. Inspection procedures shall be in accordance with The National Fire Protection Association (NFPA) Standard #72 titled National Fire Alarm Code.

The County shall provide reasonable means of access to all fire alarm systems equipment. Contractor shall be responsible for providing access to atrium beam detectors in the Justice Complex.

Subcontracting of any fire alarm work is not permitted.

# SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 4 of 7 GENERAL CONDITIONS (CONT'D)

Contractor shall be totally responsible for developing and confirming the performance of any and all system databases to be utilized on the project in accordance with NFPA-72 latest enforceable NJUFC. All EST- 3 and FireWorks database procurement, development and verification costs shall be included in the base bid.

As EST-3 programs cannot be uploaded, software control is a critical part of the fire alarm system inspection and maintenance program. Contractor shall provide a copy of the company's software control and updating procedure for insuring appropriate software control and back-ups upon request.

#### SCOPE OF WORK

The work to be performed by the contractor under this specification shall consist of maintenance of system database, inspection and testing of the fire alarm system, performing repairs as identified by the inspections and testing updates to the graphic maps and the existing FireWorks operating system. Included is maintenance of the specified work throughout the term of the contract.

The contractor shall maintain the fire alarm system with original OEM parts.

#### ANNUAL INSPECTION AND TESTING

Inspection, Testing and Repair shall be performed and completed within 45 calendar days of new contract and at same time each year.

The contractor's proposed schedule of the annual inspection and testing of the database information shall be reviewed by the Buildings & Grounds Chief Stationary Engineer in order to coordinate with the Court System. Testing within the courtrooms and judges chambers shall be conducted after court business hours. All other testing can be done during regular business hours. Testing of elevator recall and shunt trip shall be conducted after Court business hours and coordinated in advance with the County's elevator service company.

Each system device including 100% of all pull stations, smoke and heat detectors, duct detectors, audible and visual notification appliances and auxiliary controls are to be functionally tested at intervals specified by NFPA 72 latest enforceable NJUFC. All "BPS" devices are to be added to the appropriate graphics.

All fire alarm control panels shall be completely inspected and functionally tested to confirm all input/output functions. Each zone or field circuit shall be checked for opens, shorts, or grounds.

All system secondary power supply batteries shall be functionally load tested to determine the amp hour capacity of each battery. These devices are to be added to the appropriate graphics.

All fire alarm field devices shall be visually inspected and functionally tested to confirm proper alarm activation, while checking the condition of each smoke detector and duct detector. Test shall be performed using a TruTest Inc. sensitivity testing instrumentation, or equivalent.

All system smoke detectors shall be cleaned in accordance with the manufacturer's recommendations following the satisfactory activation of the smoke detector during testing. A printed sensitivity report shall be generated and provided prior to and after cleaning.

# SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 5 of 7 ANNUAL INSPECTION AND TESTING (CONT'D)

All system duct detectors sampling tubes shall be removed and cleaned and subsequently airflow measurements shall be taken and documented in accordance with the manufacturer's instructions.

All fire alarm and detection system control-by-event functions shall be functionally tested and the proper operation confirmed including all functions such as but not limited to: Door closers, Air handler shutdown, Elevator recall and Elevator Shunt trip, Remote alarm and trouble notification, Remote annunciation, Door releases, and Smoke hatch activations. These devices are to be added to the appropriate graphic maps.

All manual pull stations shall be inspected, tested, cleaned, and adjusted as required to confirm satisfactory operation. These devices are to be added to the appropriate graphic maps.

All rate-of rise heat detectors shall be functionally tested via the application of rate-of-rise heat generation to confirm proper detector response and resetting of the device.

All audible and visual notification devices (horn and strobe) shall be activated and satisfactory operation shall be confirmed utilizing decibel meter that has been calibrated within the last year. Testing shall occur after normal business hours or as otherwise agreed upon and in accordance with NFPA 72 latest enforceable NJUFC. Testing to be coordinated with the Buildings & Grounds Chief Stationary Engineer. These devices are to be added to the appropriate graphic maps.

All field devices (Initiating, Notification, and Control) which responded satisfactorily to testing and appear to be properly located, wired and installed shall be tagged with an inspection bar code sticker including full time and date stamping indicating that the contractor has inspected the specific devices and found no apparent impairments at the time and on the date of testing indicated on the bar code report.

The County has a Central Monitoring Station. Contractor shall, in the course of the inspections, confirm the reports from each zone to said Central Monitoring Station and ensure that the Fire Alarm panels are fully functioning and there are no changes in zone reporting.

A comprehensive inspection report shall be provided following the inspection to the Buildings & Grounds Chief Stationary Engineer prior to payment. The report shall include the following:

- 1. A complete list of all field devices tested along with:
- 2. Device manufacturer and model number
- 3. The initiating zone or notification circuit for traditional circuited devices
- 4. The point identification for all addressable devices
- 5. The operational response
- 6. A complete list of devices that currently come up with a "No Message Found" Warning in the FireWorks program.
- 7. A complete panel checklist including all audible and visual panel indicators and their response to each specific test.
- 8. A complete list of all panel user functions and their confirmed operation as designed by the manufacturer.
- A full description of the system including control panel, field devices and related component indicating the overall systems response to alarm or trouble conditions.
- 10. Smoke detector sensitivity testing results.

## SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 6 of 7 ANNUAL INSPECTION AND TESTING (CONT'D)

All inspection documentation shall be accessible by the Ocean County designated individuals and service personnel via the Internet. Database records shall be kept for a minimum of five (5) years following the completed inspection.

The inspection's intent is to not only meet the required state and national codes regarding annual fire alarm system inspections but to insure that all alarm descriptions and graphic displays of the alarm condition are accurate and reflect current as-is conditions.

The contractor shall provide barcode stickers as specified below. Contractor shall provide County with software to interface with web accessible database. The contractor shall agree to provide the County with ownership of software and barcode database. Software and database shall have the capability of being duplicated by the County.

- 1. Provide and install barcode stickers on all fire alarm devices not currently having bar codes including all:
  - a. Smoke Detectors
  - b. Heat Detectors
  - c. Water Flow Switches
  - d. Duct Smoke Detectors
  - e. Manual Pull Stations
  - f. Beam Detectors
  - g. Tamper Switches
  - h. Audible Notification Devices
  - i. Visual Notification Devices
  - j. Combination Audible/Visual Notification Devices
  - k. Auxiliary Devices

All barcodes shall be unique and not duplicated within the Justice Complex and Courthouse Facility.

2. Utilize a software program and bar code reader to provide accurate time and date stamping of all devices tested and scanned. Device data base related to each scan install shall include at a minimum the following:

- a. Device type
- b. Device model #
- c. Location
- d. Zone, point ID or circuit #
- e. Sensitivity (for smoke detectors)
- f. Test results

# SENSITIVITY TESTING

Sensitivity testing shall be performed on smoke detectors every other year in accordance with the International Fire Code, New Jersey Edition section 907.20.3, latest enforceable code. Last test performed December 2022. Line item pricing shall be for labor to perform testing only. Any required repairs shall generate a detailed invoice separating labor and materials which will be paid against said line items.

# SCOPE OF WORK-FIRE ALARM SYSTEM SERVICING FOR JUSTICE COMPLEX AND COURTHOUSE Page 7 of 7 **REPAIRS**

Contractor shall make all repairs to the fire alarm system based on the deficiencies identified in the inspection report in order to ensure the system is in fully operational status to the satisfaction of the Fire Marshall and Toms River Township Fire Inspector.

All repairs shall be invoiced in accordance with the contract hourly rates.

Repairs shall be performed during regular business hours or as may be required after hours to accommodate the Court System or for emergency repairs. Contractor shall coordinate in advance all work through the Buildings & Grounds Chief Stationary Engineer.

#### **REPORTS**

Testing Report(s) shall be submitted within 15 calendar days after completion of inspection. Report(s) shall be in the format as referenced in NFPA 72 latest enforceable NJUFC. Contractor to submit and have approved by County the report form prior to submission.

#### **GRAPHIC MAPS**

Graphic map updates are to be performed based on the results of the comprehensive system inspection where all device locations, descriptions and graphic maps are to be confirmed.

Convert the existing graphic files to windows compatible bit map (.bmp) files.

Contractor shall work with the County Buildings & Grounds Chief Stationary Engineer in generating said maps, or altering existing .bmp maps. Each new graphic shall be approved by the Buildings and Grounds Chief Stationary Engineer. Contractor shall include in the graphic map updates all building alterations to reflect current conditions. Graphic Map updates shall be billable at contract bid prices as reflected within the estimated labor hours.