



Request for Proposals

Security System and Monitoring Service for 143 Genesee St, Buffalo, NY

Proposal must be submitted, no later than

1:30 PM Friday, December 3, 2021

to: ECIDA, Attn: Phil Riggs

95 Perry Street, Suite 403

Buffalo, New York 14203

Or

priggs@ecidany.com

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I. RFP Overview

Proposals are being solicited from Commercial Fire & Security Services Providers, licensed to practice in New York State, to provide Fire and Security system tests and inspection, Fire Extinguisher Inspection, and 24 hr. monitoring for a 12,500 SF single story facility at 143 Genesee Street for a term of five years.

The subject facility has two, (2) entrance doorways, (1) single glass door, and (1) double glass entry door. All the glass windows are separately zoned and monitored by glass break sensors. There is a roof hatch that is currently monitored and two smoke hatches that should and may be monitored but will need to be verified.

The current system also includes (4) smoke and (3) duct sensors, (3) manual pull stations, and (9) audio visuals.

There are (3) fire extinguishers in the facility.

Proposal should include the addition of (1) AES Intellinet mesh radio subscriber unit as specified in Section IV.

Responders should also include pricing to add the installation of a CCTV system encompassing (3) indoor/outdoor fixed dome cameras, and NVR

There will be a facility walk through and brief explanation at the site at 7:00 AM on Tuesday, **November 23, 2021**

Proposals must be emailed to priggs@ecidany.com with the Subject Title

“Security Systems RFP”

The Erie County Industrial Development Agency (ECIDA) is seeking qualified firms for furnishing, installing and monitoring services for the above-noted project. Funding for the project is being provided by ECIDA. The ECIDA encourages submissions from Women and Minority Owned Business Enterprises (M/WBE). The plan must carefully follow all the specifications of the government agencies which will take ownership of the improvements.

THE ECIDA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND THE RIGHT TO WAIVE ANY INFORMALITIES THEREIN.

GENERAL PROPOSAL REQUIREMENTS:

Proposals must address each of the following items:

A. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined below. If existing hardware, wiring and sensors are able to communicate and function properly with the system being proposed the existing components may remain as part of the system.

B. Scope of Services

- Fire/security system - provide all services associated with an annual test and inspection in accordance with NFPA 72. Reference device counts in RFP overview.
- Fire Extinguishers – provide all services associated with an annual test and inspection in accordance with NFPA 10. Reference bottle counts in RFP overview.
- AES Radio – Provide all necessary material and labor to install a new AES Intellinet 2.0 subscriber model # 770P-88-ULP-M
- Contractor shall provide all services associated with Central Station Monitoring of all fire/security devices for the period of time detailed in the RFP overview. This includes but is not limited to: 24/7 call center for monitoring all devices and panel, immediately notifying agency(s) and persons identified on call list, and local Fire and Police departments notifications, including weekly activity reports.
- CCTV System – Provide all necessary labor and material to install (3) indoor/outdoor fixed, dome cameras and (1) 4 channel NVR.

Camera: 1/3” 4MP CMOS, WDR; 0.03 Lux/F2.0, Starlight; 2.8 mm fixed lens;
IP 67 NVR: 2HDD SATA port, built-in 2TB HDD, 1U; 4 channel IPC input; 4 ports for POE; Max 80 MBPS incoming bandwidth; Up to 1C @4K 30 FPS,/4CH@1080P 30 FPS decoding, audio.

Work Schedule and Task Breakdown by Personnel

Proposals should include a schedule for each major component of the work and a detailed breakdown for each proposed task included in the Scope of Services. The estimated number of person-hours for specific, key personnel assigned to each task should be presented as part of the task breakdown.

Experience of Firm/Project Team

Firms, or their principals responding to this RFP, must be registered to conduct business in New York State. Proposals should include an organizational chart, identifying the project manager and team members, with their titles/role on the project. All proposed sub-consultants must also be identified, along with their key personnel assigned to the project and their roles.

As part of the proposal, teams should provide a detailed case study of **one** project that best demonstrates their capacity to complete this project successfully or otherwise highlights the team's strengths with regards to multi-use trails, stakeholder and community engagement. In selecting this one project, the team should consider: plans that have been successfully implemented, at least in part; projects where the individual team members have worked together; projects with innovative approaches or design features applicable to this site; and/or projects demonstrating an excellence of design that will serve as a legacy for both the design team and the sponsors.

Key Personnel

The Consultant's project team *directly assigned* to the Project should have a full-range of relevant security and access control expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience and depth in each of the required disciplines.

Cost and Budget

The security services proposal will be rated on the total cost over a five year term. The cost will be 50% of the rains total. Therefore, all proposals must contain completed item costs for the scope of services delineated, inclusive of **all** expenses (there will be no

reimbursables). Proposals must include a breakdown of the costs by the task as outlined in the scope of services.

Personnel Allocation

The proposals must include a breakdown of personnel hours per task, with key personnel manpower allocations. General support staff allocations may be listed generically by task.

Designated Individuals – Procurement Lobbying Law

1. Phil Riggs, Facilities and Rail Management 856-6525, ext. 502 priggs@ecidany.com
2. Sean Fallon, Project Manager 856-6525 ext. 505 sfallon@ecidany.com

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between ECIDA members (including employees and Board members) and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest notice of intent to solicit Request for Proposals through final award and approval of the procurement contract by the ECIDA (“restricted period”) to other than the above Designated Individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). ECIDA members (including employees and Board members) are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period; the bidder is debarred from obtaining governmental procurement contracts, and reported to the Authorities Budget Office (ABO), the ECIDA’s regulatory authority.

Bidders are required to complete Form in Attachment B regarding their understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period in accordance with State Finance Law §§139-j and 139-k.

Minority and Women-Owned Business Enterprise Utilization

The ECIDA strongly encourages participation by Minority- and Women-Owned Business Enterprises as part of the team submitting qualifications for this work. All proposals must

submit a statement indicating that the firm submitting the proposal will work toward a business utilization goal for minority business enterprise of **15%** and women business enterprise of **15%**.

Site Meeting

An informational meeting is tentatively scheduled for **Tuesday November 23, 2021, 7:00 am at the 143 Genesee Facility** to address any general questions that potential respondents may have regarding this RFP. Any other requests for RFP interpretations should be made in writing to ECIDA; e-mail to priggs@ecidany.com. No requests for oral interpretations via the telephone will be accepted. The deadline for submitting questions is **Monday, November 29, 2021**.

Documents and further information supporting this RFP will be posted to the website listed below.

www.ecidany.com/requests_for_proposals

SUBMISSION OF PROPOSALS:

All submissions will be received via email unless prior notification is received from a proposing firm requesting different arrangements.

An electronic copy should be emailed to Phil Riggs at: priggs@ecidany.com

Deadline for submissions is 1:30 PM Friday, December 3, 2021

SELECTION PROCESS:

A final selection is anticipated to be made by approximately December **22**, 2021. Scoring and ranking will include the following factors:

Background of Firm

- Experience and performance of firm
- Experience with new technologies

- Staff assigned to project
- Local presence of firm

Approach to Project

- Understanding of owner's program and intent
- Understanding of tasks
- Cost
- Schedule
- M/WBE Participation

ECIDA does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for proposals, interviews, additional information, submissions, etc. prior to issuance of a contract.

***THE ECIDA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND
THE RIGHT TO WAIVE ANY INFORMALITIES THEREIN.***

Proposal Schedule Summary: (proposed approximate dates)

- Advertise Monday, November 15, 2021 11 AM
- Site Walkthrough Tuesday, November 23, 2021 7 AM
- All Questions Due Monday, November 29, 2021 11 AM
- Proposal Due Date Friday, December 3, 2021 1:30 PM
- Contract Award Date Wednesday, December 22, 2021 2 PM

PART II

(Proposal Form)

Proposal Package Must Include Each Item 1 - 4

1. Business References List, including at least 3 contacts
2. Proposal Form and Procurement Forms Completed
3. Contractor's Company Profile Statement
4. Current City of Buffalo License for Security and Alarm Services.

BUSINESS REFERENCE SHEET

Reference #1 Company Name

Contact Name and Title _____

Email _____ phone _____

Length of services provided _____ years

Comments: _____

Reference #2 Company Name

Contact Name and Title _____

Email _____ phone _____

Length of services provided _____ years

Comments: _____

Reference #3 Company Name

Contact Name and Title _____

Email _____ phone _____

Length of services provided _____ years

Comments: _____

Proposal Forms

_____ proposes to fulfill the
Company Name

requirements of all sections of this proposal; the furnishing and Installation of the specified systems, the off-site, round the clock facility monitoring and reporting, and the required inspections, permits and necessary training, supervision and expenses for the combined five-year contract total listed below:

Please complete the following breakout for each contract category which shall total together to equal the above amount. Totals should be all inclusive with no additional expenses. The ECIDA is New York Sales Tax Exempt.

Note* As previously mentioned the ECIDA will consider individual category bids however their desire and favor would be to enter in to an agreement with one contractor for providing all of the services for a five year term.

Proposal Part I: Security and Alarm Systems

Company Name: (print) _____

Name of Owner: (print) _____

Number of Employees: _____ Our company has a Buffalo City License _____

Number of Minority Status Workers _____

Number of Female Workers _____

Number of employees that reside within the City of Buffalo _____

Is your firm certified as a WBE, MBE or other? (Please list) _____

Insurance coverage as specified is in place and an up-to-date Insurance certificate will be provided in accordance with Article 5. upon selection: yes no

System Proposal for the January 2022 through December 2026 Term.

1. Installation of AES Radio System. \$ _____.

2. Monthly Monitoring Fee: \$ _____ per month.

3. Annual Fire Extinguisher Fee \$ _____

4. Annual Fire Alarm Inspections Fee \$ _____

5. Furnish & Install CCTV System (Cameras and NVR) \$ _____

SIGNATURE

TITLE

DATE

Certificate of Insurance: Please email to priggs@ecidany.com making sure to follow the instructions listed for additional Insureds.

Owner's Signature _____

Consultant Contact Name _____

Consultant Mobil Number _____

Consultant E-mail _____

NEW YORK STATE FINANCE LAW REQUIREMENTS

Permissible Contacts

Pursuant to State Finance Law §§139-j and 139-k, this Solicitation/Request for Proposal includes and imposes certain restrictions on communications between the ECIDA and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit Request for Proposals through the final award and approval of the Procurement Contract by the ECIDA and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on page 2 of this solicitation. ECIDA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is barred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Offer/Bidder’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

State Finance Law §139-j(6)(b) requires that the ECIDA seek written affirmations from all Offerers/Bidders as to the Offerer’s/Bidder’s understanding of and agreement to comply with the ECIDA’s procedures relating to permissible contacts (described above) during a Governmental Procurement pursuant to subdivision three of this section. It is recommended that this affirmation be provided to the ECIDA as early as possible in the procurement process, such as when the Offerer/bidder submits its proposal or bid. Attachment A may be used to satisfy this requirement.

Offer’s/Bidder’s Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer/Bidder that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate. It is recommended that the certification be provided to the ECIDA as early as possible in the process, such as when an Offerer/Bidder submits its proposal, bid or other form of offer. Attachment B may be used to satisfy this requirement.

Offerer/Bidder Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k (2) obligates the ECIDA to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer/bidder must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k (1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k (3) mandates consideration of whether an Offerer/bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with the law, no Procurement Contract shall be awarded to any Offerer/bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer/bidder is necessary to protect public property or public health safety, and that the Offerer/bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10) (b) and 139-k (3).

The ECIDA must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. Attachment C entitled “Offerer Disclosure of Prior Non-Responsibility Determinations” must be completed by the Offer/Bidder and submitted to the ECIDA.

Public Disclosure

Responses submitted under this Request for Proposals are subject to public disclosure under the New York State Freedom of Information Law. If the respondent does not want certain data disclosed for any purpose other than for the evaluation of the submitted proposal, the respondent must prominently identify sections or pages of the response which they wish to have restricted. Such sections shall be restricted from disclosure, if allowed by law.

Contract Termination Provision

New York State Finance Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j contain a provision authorizing the ECIDA to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Governmental Entity” and “procurement contract” are defined in State Finance Law §139-k (1). If a contract is terminated in accordance with State Finance Law §139-k (5), the ECIDA is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

ECIDA Termination Provision

Pursuant to New York State Finance Law §139-k(5), the ECIDA reserves the right to terminate any contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139k was intentionally false or intentionally incomplete. Upon such finding, the ECIDA may exercise its termination rights by providing written notification to the Offer/Bidder in accordance with the written notification terms of this contract.

ATTACHMENT A

Affirmation of Understanding & Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

I affirm that I understand and agree to comply with the procedures of the ECIDA relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

ATTACHMENT B

Offerer/Bidder Certification:

I certify that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

ATTACHMENT C

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____ Title: _____

INTENTIONALLY LEFT BLANK

SAMPLE AGREEMENT FOR SERVICES TO _____

THIS AGREEMENT made this **27th day of December**, 2021, by and between the **Erie County Industrial Development Agency, (ECIDA)** with offices located at 95 Perry Street, Suite 403, Buffalo, NY 14203 and _____, (**CONSULTANT**), with offices at _____

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1- CONSULTANT'S SERVICES AND RESPONSIBILITIES

ECIDA hereby retains and employs the CONSULTANT, and the CONSULTANT agrees to provide _____ services in accordance with the requirements provided within the request for quotation herein attached as **Exhibit 2 (Request for Proposal)**

ARTICLE 2- TERM

The term of this Agreement shall commence on the later of the date hereof or upon the CONSULTANT's execution of this agreement AND the simultaneous provision by the CONSULTANT of a Certificate of Insurance evidencing the coverage required below. This contract will expire on **December 31, 2026** unless otherwise suspended or terminated.

ARTICLE 3- PAYMENT

ECIDA shall pay the CONSULTANT the following fee for the services described in THE SUBMITTED PROPOSAL, (Exhibit 1). as specified per task.

Further, additional services, provided as requested by ECIDA, will be charged according to the costs listed in Exhibit 1:

As Invoiced in accordance with Exhibit 1 (no sales tax)

Payments to be made within 30 days of ECIDA's receipt, and approval of a detailed invoice from the CONSULTANT on which charges have been specified.

ARTICLE 4- INDEPENDENT CONSULTANT

The CONSULTANT is retained by the ECIDA only for the purposes and to the extent set forth in this Agreement, and its relation to the ECIDA shall be as an independent contractor. The CONSULTANT represents that it is qualified to render the Services set forth herein under the laws of New York State, the County of Erie and the City of Buffalo. The CONSULTANT and its employees shall not be considered, under the provisions of this agreement or otherwise, as having employee status or as being entitled to participate in any plan, benefit or arrangement which the ECIDA has for its employees. The CONSULTANT shall provide, at its own expense, all Workers' Compensation, Social Security, Unemployment Insurance and other coverage required for its employees.

ARTICLE 5- INSURANCE

The CONSULTANT agrees to carry at its own cost and expense and for the benefit of the ECIDA the following insurance coverage with limits not less than stated:

1. Comprehensive General Liability, including completed operations, explosions, collapse and underground operations, contractors protective liability, broad form contractual liability and indemnity.
 - \$1,000,000 Bodily Injury and Property Damage Occurrence
 - \$2,000,000 Aggregate
2. Personal Injury (with employment exclusion and contractual exclusion deleted).
 - \$1,000,000 Occurrence and Aggregate
3. Auto Liability (including non-owned and hired vehicles)
 - \$1,000,000 CSL
4. Statutory Workers' Compensation, Employers' Liability and Disability Benefits
 - Unlimited
5. And any other special insurance reasonably required by the ECIDA against or loss damage throughout the period of the work performed.

Such insurance shall be with a casualty insurance company authorized under the laws of the State of New York and satisfactory to ILDC. **Both ECIDA and Kideney Architects** shall be named as additional insured. The CONSULTANT shall furnish ECIDA prior to the commencement of operations hereunder a properly executed copy of a Certificate of Insurance showing that such insurance is in force. Such certificate shall provide that the insurance will not be cancelled, terminated materially changed or renewed until at least 45 days prior notice has been given to the ECIDA.

ARTICLE 6- SUSPENSION AND TERMINATION

ECIDA reserves the right to terminate this Agreement at any time during the term of the contract by giving a thirty (30) days' written notice of its intent to the CONSULTANT. ECIDA also reserves the right to terminate the Agreement for cause immediately upon written notice.

ARTICLE 7- COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT agrees to conduct any and all Services required by this Agreement in accordance with the mandates of any and all State or Local statutes, Regulations, laws, or ordinances in effect or promulgated during the term of this Agreement or extension thereof.

ARTICLE 8- NON-DISCRIMINATION

The CONSULTANT shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall under programs of affirmative action insure that such employees and applicants are afforded equal employment opportunities without discrimination. The CONSULTANT shall comply fully with the non-discrimination and equal opportunity provisions of the Civil Rights Law of the State of New York and Sections 291-299 of the Executive Law of the State of New York.

ARTICLE 9- INDEMNIFICATION

The CONSULTANT agrees to indemnify and hold the ECIDA harmless for any claims, damages, losses or expenses arising out of any negligent error or omission by the CONSULTANT in connection with any of the Services performed by the CONSULTANT under this Agreement, and from any claims, damages, losses or expenses arising out of the negligent performance of said Services by the CONSULTANT pursuant to this Agreement, and any claims made by an employee of CONSULTANT for injuries incurred while providing services pursuant to this Agreement.

Nothing contained in this Agreement or any obligations herein imposed upon ECIDA, or the breach thereof, shall constitute or give rise to or impose upon ECIDA a pecuniary liability or a charge upon its general credit. All covenants, stipulations, promises, agreements and obligations of ECIDA contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of ECIDA, and not of any member, director, officer, employee or agent of ECIDA in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer or employee or agent of the ECIDA.

ARTICLE 10- NON-ASSIGNABILITY

The CONSULTANT shall not assign or subcontract all or any portion of this Agreement without the prior written consent of the ECIDA. Any such assignment as is consented to by the ECIDA shall not relieve the CONSULTANT from its responsibility for the performance of the Services hereunder.

ARTICLE 11- NOTICES

All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally, or mailed, postage prepaid, by regular mail, to the party at the address specified above or such other address as may be designated in writing from time to time. Notices shall be deemed given upon delivery or upon deposit with the United States Mail.

ARTICLE 12- ENTIRE AGREEMENT

Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement may be modified only by a written agreement signed by the parties hereto. All previous negotiations and agreements between the parties hereto with respect to the transaction set forth herein are merged in to this instrument which fully and completely expresses the entire agreement between the parties, setting forth all the parties' rights and obligations.

ARTICLE 13- SEVERABILITY

The provisions of this agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

ARTICLE 14- GOVERNING LAW

This Agreement shall be governed by and interpreted, construed and enforced in accordance with, and subject to, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Service Provider's Firm Name

Erie County Industrial Development Agency

By _____

By _____

Date _____

Date _____

Exhibit1. Contractor's Proposal

Exhibit2. Request for Quote

7707 Fire Subscribers

IntelliNet 2.0

A Newer, Smarter Alarm Communications Platform

Feature Highlights

- Leverages state of the art technology
- Applies advanced security protection
- Offers flexible power and configuration options
- Engineered for backward compatibility with legacy systems
- Enables future ready capabilities
- Provides instant subscriber status through front panel with Power and Trouble LEDs, a backlit LCD display, and Menu/Silence button
- Includes robust Multiple Communication Technologies (MCT) feature
- Emulates virtual keypad
- Improves functionality with an adaptive Graphic User Interface (GUI) for programming via smartphones, tablets and PCs
- Plus many more...



Key Benefits

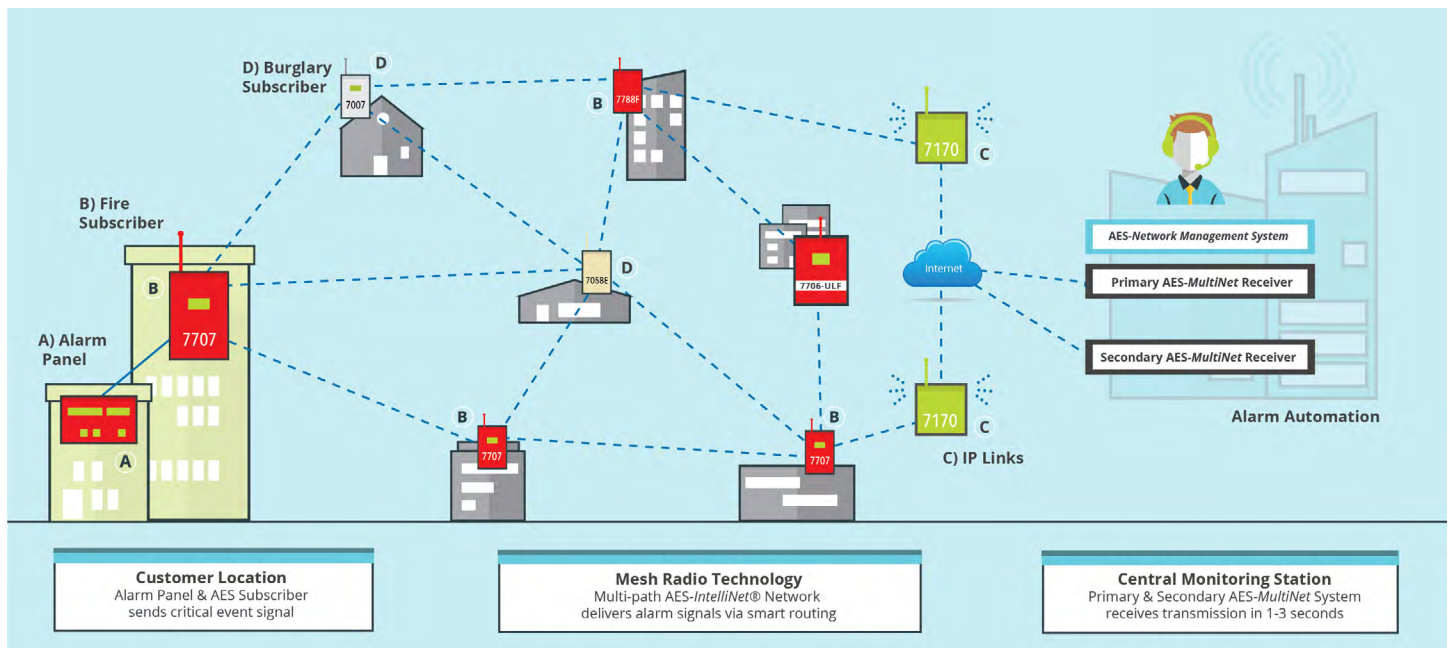
- Built upon the solid foundation of AES-IntelliNet patented mesh radio technology for use in private licensed wireless networks
- Protects subscriber units against unauthorized access and rogue activity with a password-protected Dealer Code
- Makes programming and streamlined troubleshooting easy with user friendly interface
- Adds integrated supervision of AES-IntelliPro full data module
- Provides versatile power options:
 - (1) Direct from the Fire Alarm Control Panel (FACP) without requiring an electrician onsite and without Subscriber backup battery;
 - (2) Directly from the FACP with Subscriber backup battery; or
 - (3) Traditional installation with plug in Class 2 low power transformer
- Allows for enhancement upgrades and an expanded number of new features to be added easily with highly flexible and scalable alarm communications infrastructure
- Rigorously tested to the highest industry standards and future ready to meet emerging NFPA code and UL standards

Enhanced Wireless Fire Alarm Monitoring

Powered by AES enhanced mesh radio technology, *IntelliNet* 2.0 7707 Fire Subscribers are next generation universal wireless communicators that provide advanced security protection for any new or existing alarm monitoring network. The AES Model 7707 is ideal for commercial fire applications. With the AES-*IntelliPro* full data module option, they are the ideal drop-in replacement for Plain Old Telephone Service (POTS) lines.

The red metal enclosure comes with a key lock and front panel LCD backlit display with intuitive view that provides an instant visual of the subscriber status. The user friendly GUI makes it easy to program AES subscriber units via a smartphone, laptop, tablet, or integrated Universal Serial Bus (USB)—without the need for special cables or having to use a handheld programmer. Additional knockouts make it easier to mount for faster installation.

IntelliNet 2.0 Private Wireless Mesh Radio Network



The *IntelliNet* 2.0 Fire Subscriber has an 8 Zone modular design for expansion with normal and reverse polarity, POTS and DACT interfaces with an option for the 7794A AES-*IntelliPro* full data module add-on accessory board. AES subscribers' intelligent software automatically detects new hardware and devices to reduce installation time.

An AES certified WiFi accessory allows seamless wireless connectivity for configuration and programming. A laptop, Ethernet cable, or a Wi-Fi USB dongle is required for *IntelliNet* 2.0 programming, handheld programmers will not work with 2.0 units. A FACP Power Supply Adapter is required for certain configurations when using flexible power options. The forward compatible design allows for feature add-ons, engineered to adapt seamlessly with future software upgrades as technology advances. *IntelliNet* 2.0 allows configuration cloning for faster installation time.

The AES 7707 was designed with quick configuration and installation in mind to make it easier for field technicians to get in, out, and on to the next install.

Visit our Fire Marshal Resources web page for official NFPA and UL Listings:

aes-corp.com/products/fire/fire-marshall-resources

IntelliNet 2.0 Fire Subscribers	
2.0 PREMIUM (UL & ULC Listed)	
7707P-88-M	IntelliNet 2.0 Fire Subscriber, 8 Zone with Multiple Communication Technologies (MCT), Red Enclosure
7707P-88-ULP-M	IntelliNet 2.0 Fire Subscriber, 8 Zone with 7794A AES-IntelliPro, and integrated onboard Local Annunciator plus MCT, Red Enclosure
7707P-44-M	IntelliNet 2.0 Fire Subscriber, 4x4 Zone (4 Reversing Polarity, 4 Supervised) with Multiple Communication Technologies (MCT), Red Enclosure
7707P-44-ULP-M	IntelliNet 2.0 Fire Subscriber, 4x4 Zone (4 Reversing Polarity, 4 Supervised) with 7794A AES-IntelliPro, and integrated onboard Local Annunciator plus MCT, Red Enclosure
2.0 ACCESSORIES	
7794A	Standalone AES-IntelliPro Fire full data module add-on accessory board with firmware for new IntelliNet 2.0 units only, cannot be used in legacy units
77-WiFi	AES certified WiFi adapter
77-FACPA	FACP Power Supply Adapter for internal mount
77-FACPA-KIT	External installation hardware for 2-way Junction Box
Legacy Fire Subscribers	
7706-ULF	Integrated Fire Monitoring System, Red Enclosure
7788F-ULP-P	Legacy Fire Subscriber, 8 Zone with 7795 AES-IntelliPro (7794 full data module, 7762 hardware supervisory module, and 7740 Local Annunciator), Red Enclosure
7788F-ULP	Legacy Fire Subscriber, 8 Zone, 8 Supervised Zones with 7794 AES-IntelliPro, Red Enclosure
7788F	Legacy Fire Subscriber, 8 Zone, 8 Supervised Zones, Red Enclosure
7744F-ULP-P	Legacy Fire Subscriber, 4 Zone with 7795 AES-IntelliPro (7794 full data module, 7762 hardware supervisory module, and 7740 Local Annunciator), Red Enclosure
7744F-ULP	Legacy Fire Subscriber, 4x4 Zone, 4 Supervised Zones with 7794 AES-IntelliPro, Red Enclosure
7744F	Legacy Fire Subscriber, 4x4 Zone, 4 Reversing Polarity, 4 Supervised Zones, Red Enclosure
LEGACY ACCESSORIES	
7794	Standalone AES-IntelliPro Fire full data module add-on accessory board for legacy units only, please see 7794A above for IntelliNet 2.0 version

DIMENSIONS

13"H x 8.5"W x 4.5"D
(33cmH x 21.5cmW x 11.4cmD)

WEIGHT

5.8 lbs (2.6 kilograms)
excluding battery
13 lbs (5.9 kilograms) with
10 Ah battery

RADIO FREQUENCY

Standard Frequency Range:
450-470 MHz
Contact AES for other UHF
and VHF frequencies

ANTENNA

2.5 dB tamper resistant antenna
included, mounts on enclosure
Optional remote mounting
antenna available

POWER INPUT

AC SOURCES
Transformer: Class 2
16.5V AC nominal output
1.9 A max current (40 VA MIN)
ELK ELK-TRG1640,
MG ELECTRONIC SALES MGT1640,
or AES 1640 (not included)
DC SOURCES (includes FACP)
24V DC Regulated Power Supply
with Subscriber
Rechargeable Battery
1.9 A max current

BACKUP BATTERY

10-12 Ah, UL recognized lead acid
gel cell, size based on subscriber
configuration

ALARM SIGNAL INPUTS/ZONES

- 8 individually programmable
E.O.L. type zone inputs
- 4+4: 4 reverse polarity input and
4 individually programmable
E.O.L. type zone inputs
- Optional 7794A AES-*IntelliPro* for
full data via Contact ID, Pulse,
Modem IIe and Modem IIIa2

UL LISTINGS

UL 864 10th Edition
Standard for Control Units and
Accessories for Fire Alarm Systems
ULC S559-04 1st Edition
Equipment for Fire Signal
Receiving Centres and Systems

TROUBLE OUTPUT—ACK DELAY/ANTENNA CUT

Form C relay, fail secure, rated 24V
DC 1A resistive, unsupervised

RESET BUTTON

Located on main circuit board

OPERATING TEMPERATURE

32 to 120°F (0 to 49°C)

STORAGE TEMPERATURE

14 to 140°F (-10 to 60°C)

RELATIVE HUMIDITY

0 to 93%, non-condensing

RECHARGE CAPABILITY

Will charge 12V battery size
from 10-12 Ah

PORTS

Ethernet for configuration
and message communication
USB access for software upgrade

REMOTE ANNUNCIATOR

AES Model 7740
Remote Annunciator, supervised

COMPATIBLE RECEIVERS

7705i AES-MultiNet Receiver

CONFIGURATION INTERFACE

Web browser capable device
accessible via smartphone, tablet,
laptop, or PC

CURRENT CONSUMPTION

Standby w/ charged backup battery:
200 mA (1.2 A Transmitting)
Standby + charging backup battery:
900 mA (1.9 A Transmitting - MAX)

POWER OUTPUT

2 or 5 Watts
Factory set

ENCLOSURE MATERIAL

Steel with paint finish

FINISH COLOR

Red

VISUAL INDICATORS

Front panel LCD
(2 x 20 alphanumeric character
backlit display)
Power and Trouble LEDs
(ALM, Trouble, Tx, Rx, WA)

Contact Us

For pricing and availability or to learn more about *IntelliNet* 2.0, please call your local
AES Sales Representative at **(800) 237-6387** or email sales@aes-corp.com.



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