



COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: November 24, 2020

Subject: FAMILY COURT SECURITY SYSTEM MAINTENANCE

Bid No.: 218352-002

Effective Dates: Extended through December 31, 2022

Vendor #: 107772

Vendor: U & S SERVICES, INC.
95 Stark Street
Tonawanda, NY 14150

Contact: John Stuber

Telephone: (716) 693-4490

Pricing: per attached document



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

October 27, 2020

U&S Services, Inc.
95 Stark Street
Tonawanda, NY 14150
Attn: John Stuber

Re: Bid #218352-002 - "Family Court Security System Maintenance"

Dear Mr. Stuber:

The County of Erie wishes to extend this agreement for an additional contract period, through December 31, 2022, under the same prices, terms and conditions as the original agreement.

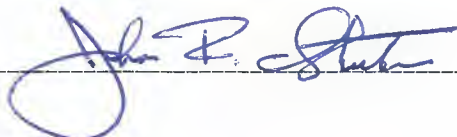
Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: U&S SERVICES, INC.

Representative (Please print): JOHN STUBER Title: V.P. SALES

Signature:  Date: 10/30/2020

Sincerely,


James D. Kucewicz
Buyer


Vallie M. Ferraraccio
Director of Purchase

11/17/2020
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 27th DAY OF DECEMBER, 2018

by and between U&S SERVICES, INC.

of 95 STARK STREET, TONAWANDA, NY 14150

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on DECEMBER 19, 2018 at 11:00AM

for: FAMILY COURT SECURITY SYSTEM MAINTENANCE

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$76,710.00, was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 218352-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

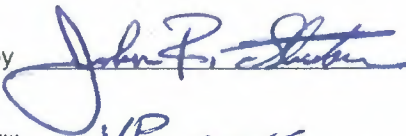
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: U&S SERVICES, INC.

by _____
Director of Purchase

Date _____

by 
Title VP - SALES

Date 1/2/2019

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
 Division of Purchase
 Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
 95 Franklin Street, Room 1254
 Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 218352-002

OPENING DATE: DECEMBER 19, 2018 TIME: 11:00 AM

FOR: FAMILY COURT SECURITY SYSTEM MAINTENANCE

NAME OF BIDDER: U&S Services, Inc., 95 Stark Street, Tonawanda, NY 14150

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

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

County of Erie
 DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 19th day of December, 2018

TERMS Quarterly in arrears DELIVERY DATE AT DESTINATION January 1, 2019

FIRM NAME U&S Services, Inc.

ADDRESS 95 Stark Street, Tonawanda, NY

ZIP 14150

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE John Stuber

TITLE Vice President, Sales TELEPHONE NO. (716)693-4490

(Rev. 1/2000)

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

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 218352-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via: Most Economical
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Vendor to provide maintenance for the building security system at the Erie County Family Court Building, 1 Niagara Square, Buffalo, NY 14202 per the attached specifications.	
			Term of the contract will be January 1, 2019 – December 31, 2020.	
			Please provide pricing in Article IV of the specifications.	
			For questions in regard to the specifications of this bid, please contact Earl Zeeb at (716) 858-4991.	

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

NAME OF BIDDER U&S Services, Inc., 95 Stark Street, Tonawanda, NY 14150

SPECIFICATIONS

This will be a two-year contract to cover the period January 1, 2019 – December 31, 2020.

ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Building Security System at the Erie County Family Court Building. This will be a two-year agreement, renewable at the end of the term if desired by Erie County. The security system resides on a single workstation, for command and control. Any services to system must be performed by factory certified technicians to ensure the integrity and listings of system is maintained. The contractor assumes all associated liabilities and risks when performing maintenance on the integrated system.

1002 – The Erie County Family Court Building security system is tied into the **Erie County Emergency Information Control Network (EICN)**. **The contractor assumes all risks and liabilities on the EICN when servicing the system.** All upgrades to the security system shall be compatible with the EICN.

1003 – The outlined services shall include for an annual, full comprehensive coverage including all services detailed in the following paragraphs. All panels, end devices, input-output modules, , power supplies, controllers, modems, software (upgrades) and field panel (upgrades) are to be included but not limited to the following items in the Scope of Services.

ARTICLE II – Qualification of Bidders

2001 – The Contractor shall provide factory trained Service Specialists and Account Engineers to perform service, maintenance and repairs to the security system at the Erie County Family Court Building. The Contractor shall provide current documentation of factory training of Service Specialists and Account Engineers for programming, system trouble-shooting, system modification and repair to the system being serviced. Service technicians utilized to maintain the Family Court systems are required to be Secured State certified on the existing Creative Technologies Touch screen/PLC System and Schneider Electric certified to service the existing Andover Continuum Integrated System The Contractor shall provide documentation that the assigned service personnel are scheduled for factory training refresher classes at least once per year on the security system.

2002 – The Contractor shall be familiar with and have direct access to the latest versions of software for the security system Provide documentation of current access the planned provider of the software upgrades for the workstations and field panels for the owner's review. The Contractor shall maintain a stock of new parts (refurbished parts shall not be acceptable) in their office and as a part of the rolling stock in each service van. Contractor shall have access to electronic source documentation library for updates and assistance from the vendor's factory Field Support.

2003 – The Contractor shall have had a qualified service organization for a minimum of fifteen years. The Contractor shall be an established, certified security agency capable of performing all work described herein. The Contractor shall be an established, certified building security agency capable of performing all work described herein.

2004 – The Contractor shall have a flawless record with the department of labor. Any claims or infractions within the past ten years, specifically regarding prevailing rate, will disqualify the bidder.

ARTICLE III – Scope of Services

3001 – The Service Specialists shall perform reporting and documentation functions that will allow the Contractor to provide the Owner with a report detailing the time, date, and cause of each critical failure alarm, as well as a listing of the time, date, and result of each time that the system tested. When requested by Erie County, the Contractor shall provide the Owner with a report as described above for the applied services.

3002 – During the service period, the Contractor shall provide both online and onsite support 24 hours per day, 7 days per week as described below for the security system

Online Support: In the event of a service call the Contractor shall respond online within 2 hours of notification of the event. This online response shall consist of a technician dialing up the site with a fully functional operator's workstation in order to attempt to correct the problem via phone line. The technician's workstation shall provide all of the capabilities that would be available to the technician if he were working on the security system at the project site. As part of the technical proposal the Contractor shall document the means by which this will be accomplished. Automated means of backing up the panel data will be acceptable. In the event that the Contractor does not possess an automated system capable of keeping the technicians panel software current then one of the Contractor's technicians shall visit the site once per month in order to secure a complete copy of the system database and software.

Onsite Support: In the event that the on-call technician is unable to resolve the problem via a phone line connection then one of the Contractor's technicians shall be dispatched to the site to resolve the problem. The technician that responds to the project site shall have all necessary parts required to restore the security system to its fully specified functionality and shall arrive at the site no later than four hours after the initial call was placed to the Contractor. Contractors that do not offer 24 hour per day, 7 day per week support of this nature will not be acceptable.

3003 – Network Analysis and Optimization: Two times per year the Contractor shall perform a complete suite of diagnostics on the security Network. These diagnostics shall include analysis and trouble shooting of the following communication network electrical characteristics: wave form characteristics, bit timing, grounding/shorting, and excess capacitance. Additionally the diagnostics shall include analysis and trouble shooting of the following communication protocol attributes: excessive trunk traffic, unresolved points, % token passing, token passing timing. Upon completion of these tests the Contractor shall provide the Owner with a detailed report containing the results of each test as well as a narrative describing what the results mean and the actions taken by the Contractor in order to resolve any abnormal results.

3004 –System Loop Analysis and Optimization: For critical control loops in the system that do not have automatic self zeroing capability, the Contractor shall perform a complete device recalibration of the loop. The Contractor shall provide the Owner with a report of the results of the loop analysis completed.

3005 – Preventive Maintenance Services: Preventive maintenance shall be performed in accordance with a computer generated program of standardized maintenance routines tailored to the Owner's security system. Each schedule shall list the equipment name, location, and appropriate preventive maintenance functions to be performed during that month. Preventative maintenance services shall be provided monthly for the security system. If the systems dictate more time needed to ensure performance, it will be the Contractors responsibility.

3006 –Protection and Recovery Services: On a quarterly basis the Contractor shall perform backups of the complete database. These backups shall be performed automatically for the security system by having a remote, dedicated computer system dial in to the system to perform the system backup. In the event that Contractor elects to perform these backups manually while onsite, the backups must be performed during the same time frame. Additionally in the case of manually performed backups the Contractor must then make three full copies of the backup. One copy shall be stored at the site, one copy shall be stored at the Contractor's office, and a third copy shall be transferred to another media (such as a CD-ROM drive) in order to provide adequate protection against inadvertent damage to either the backup media or the backup device.

3007 – Software Upgrades: As new versions of the security system software are introduced (at least once per year) they shall be installed on the Owner's workstations. Immediately (within 24 hours) upon beginning the installation of the upgrade, the Contractor shall provide the Owner with onsite training in order to familiarize the Owner's staff with all of the software's new features and capabilities. Additionally the Contractor shall provide the Owner with updated system documentation. If during the course of agreement the Contractor releases an upgrade, that requires an interface or gateway panel in order to communicate with the existing security components, then the Contractor shall provide and install all necessary interface or gateway panels in addition to the upgraded or new operator workstation software. Any upgrades to the PC platform or operating system of the operator's workstation will be in accordance to manufacturer guidelines to ensure the integrity of the system is maintained.

3008 – Operator Workstation Upgrades: The Contractor shall upgrade the workstation, printer, and monitor during the 2nd term of this agreement for the security system. The upgrade shall not interfere with any of the facility day-to-day operations or any critical data transmitted on the EICN. All equipment shall meet or exceed the existing UL listings and guidelines.

3009 –Field panel Upgrades: The Contractor shall provide and install any new or upgraded Panel firmware that is released by the Contractor during the course of this agreement. This new or upgraded firmware shall be provided for all installed field panels. Additionally the Contractor shall provide, at the project site, training detailing the impact of this new processor and instructing the Owner's personnel on how to incorporate the new features into the operation of the system. .

3010 – Security System Maintenance: The Contractor shall maintain the security systems in peak operating condition through maintenance and repairs to the below listed equipment. Video Monitoring System: Central processing equipment, video monitors, video cameras and associated mountings, gimbals and directional drive motors, video camera pointing devices, video taping equipment and associated devices. Door Locking System: Central workstation, central processing equipment, software, central control equipment, touch screen controls, door locking and door release mechanisms, door swipe card and proximity readers, access control and monitoring equipment for overhead garage door openers. Intercom System: Panic alarm system, alarm initiating devices and audible devices.

3012 – Repair and Replacement: The Contractor shall provide all repair labor and materials to maintain the security system in operable condition. The intent is to ensure that the entire security system and associated controls are maintained in operating condition. The Contractor will be responsible for all repairs to system control elements, inclusive. All items in between shall be included in this contract (i.e. panels, programs, wiring, relays, contacts, etc.). Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractors control other than wear and tear or malfunctioning equipment, shall not be the responsibility of the contractor.

3013 – Account Management: In order to ensure that all of the Contractor efforts are being delivered in a coordinated manner, and to provide oversight and management of the Contractor's contractual responsibilities under this agreement, the Contractor shall assign a project manager with full responsibility and authority to act on the Contractor's behalf. The lead technician for the project and the installation project manager shall not be acceptable as the project manager; it must be a member of the Contractor's staff whose sole responsibility is to manage service agreements of this nature.

3014 – Quality Assurance. The contractor shall meet with the Buildings and Grounds personnel to discuss your performance and our satisfaction with the quality of service that is being provided. We will discuss the performance of the security system and facility operations and make recommendations for improvements.

3015 – Emergency Service. The contractor will respond onsite to emergencies within (2) hours of notification. The emergency will be billable if the security system was damaged due to anything other than component failure. If the system failed due to component failure, it will be the responsibility of the contractor to fix the system inclusive to this agreement.

Article IV – Payment

Payment for the above services is to be made in quarterly installments in arrears, and upon receipt of invoice. The yearly cost for the above services shall be:

For the period January 1, 2019 – December 31, 2019: \$37,810.00

For the period January 1, 2020 – December 31, 2020: \$38,900.00

Hourly Labor Rate \$120/Hr.

After Hours and Weekend Rate \$180/Hr.

Material to be N.Y. State Contract Pricing

Holiday Hourly Rate \$240/Hr.