



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: November 3, 2021

Subject: COUNTYWIDE BUILDING SECURITY SYSTEM MAINTENANCE

Bid No.: 219260-002

Effective Dates: Extended through December 31, 2023

Vendor #: 107772

Vendor: U & S SERVICES, INC.
95 Stark Street
Tonawanda, NY 14223

Telephone: 716-693-4490

Contact: John Stuber

Pricing: per attached document



COUNTY OF ERIE
 MARK C. POLONCARZ
 COUNTY EXECUTIVE

DIVISION OF PURCHASE
 VALLIE M. FERRARACCIO
 DIRECTOR

October 14, 2021

U&S Services, Inc.
 95 Stark Street
 Tonawanda, NY 14223
 Attn: John Stuber

Re: Bid #219260-002 – "Countywide Building Security Systems Maintenance"

Dear Mr. Stuber:

The County of Erie wishes to extend this agreement for an additional contract period, through December 31, 2023, 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

Representative (Please print) JOHN STUBER Title: VP-SALES

Signature:  Date: 10/18/2021

Sincerely,


 James D. Kucewicz
 Buyer


 Vallie M. Ferraraccio
 Director of Purchase
10/28/2021
 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: 219260-002

OPENING DATE: November 15, 2019 TIME: 11:00 AM

FOR : Countywide Building Security Systems Maintenance

NAME OF BIDDER: U&S Services, Inc.

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:

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

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 15th day of November, 2019

TERMS Net 30 Days DELIVERY DATE AT DESTINATION January 1, 2020

FIRM NAME U&S Services, Inc.

ADDRESS 95 Stark Street

Tonawanda, New York ZIP 14150

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE John Stuber

TITLE Vice President, Sales TELEPHONE NO. (716)693-4490 x1205

(Rev. 4/1/93)

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 219260-002

Ship to: County of Erie
 Attention: Sewer District
 Address:

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

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for Maintenance of Countywide Building Security	
			Systems per the attached specifications.	
			Term of the contract will be January 1, 2020 – December 31, 2021.	
			Please provide pricing in "Article V - Payment" below.	
			1ST YEAR (2020) TOTAL =	\$199,600
			2ND YEAR (2021) TOTAL =	\$211,500
			For questions in regard to the specifications of this bid,	
			please contact Earl Zeeb at (716) 858-4991.	
			TOTAL 2 YEARS (2020/2021) =	\$411,100

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

(Rev. 9/95)
 ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

SPECIFICATIONS

ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Countywide Building Security Systems. This will be a two-year agreement, renewable each year if desired by Erie County. The security system is integrated into the existing Andover Continuum Building Management System and consists of **multiple workstations with a redundant server configuration for command and control. Any services to the system must be performed by factory certified automation specialist technicians to ensure the integrity and listing of all systems. The contractor assumes all associated liabilities and risks when performing maintenance on the integrated system.**

1002 – The Erie County security system is tied into the Erie County Emergency Information Control Network (EICN). Including security digital video, & building management system. 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, for 8 facilities listed under full coverage.** All other facilities listed will be covered on a time & materials basis. 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.

1003.1 – The Energy Management System at the 25 Delaware / 92 Franklin Law Library Complex will be serviced by county personnel.

1004 - The County reserves the right to terminate (60 day written notice) at any time, for any reason, or suspend any part of the services described herein when conditions change , operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

1005 – A pre-bid walk through will be scheduled for Tuesday, October 29 at 9:30am in the Rath Building located at 95 Franklin St, Buffalo, NY 14202.

1006 – See Article 4001 for facility locations and coverage.

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 systems at County Facilities. 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. 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. **Manufacture's certification for Andover Controls Continuum is required Proof of certifications is to be submitted at time of bid.**

2001.1 - The County's existing Andover Continuum Security & Building Management System is configured with a redundant server utilizing Marathon Technologies redundant server software. All bidders must be Marathon Technologies everRun FT and everRun HA certified and show proof of certification prior to award and commencement of contract.

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 troubleshooting of the following communication network electrical characteristics: wave form characteristics, bit timing, grounding/shorting, and excess capacitance. Additionally the diagnostics shall include analysis and troubleshooting 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.

3005.1 – Contractor is to provide 24 hours / week service to maintain system operation.

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 –Field panel Upgrades: The Contractor shall provide and install any new or upgraded Panel firmware that is released by the manufacture 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. .

3009 – 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, videotaping equipment and associated devices. Door Locking Systems equipment, 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.

3010 – 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.

3011 – 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.

3012 – 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.

3013 – Emergency Service. The contractor will respond onsite to emergencies within (4) 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

4001 – Building Schedule

1. OCH 92 Franklin Street – (Full Coverage)
2. Annex Building 25 Delaware Avenue – (Full Coverage)
3. Law Library 77 West Eagle Street – (Full Coverage)
4. Rath Building 95 Franklin – (Full Coverage)
5. Public Safety Building (To include equipment & Cameras located at 45 Oak) – (Full Coverage)
6. Holding Center / Sheriff’s Office – (Full Coverage / **Video Recording System Only**)
7. Fire Training Academy – (Full Coverage)
8. 608 William – (Full Coverage)
9. 1500 Broadway – (Time & Materials)
10. Botanical Gardens – (Time & Materials)
11. Sheriff’s Heliport – (Time & Materials)
12. 1084 Harlem Road – (Time & Materials)
13. 120 / 134 West Eagle Street – (Time & Materials)
14. 290 Main St (Time & Materials)

Article V – 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, 2020 – December 31, 2020: \$ 199,600.00

For the period January 1, 2021 – December 31, 2021: \$ 211,500.00

Cost for any work beyond the scope of the specifications shall be:

Regular Hourly Labor Rate \$140.71/Hr.

Hourly Travel Rate N.A.

After Hours & Weekend Hourly Labor Rate \$181.88/Hr.

Holiday Hourly Labor Rate \$223.06/Hr.

Material to be per NY State Contract Pricing.

Bid will be awarded based on the following formula:

Yearly Cost of 2020 + Yearly Cost of 2021 + 250 hours out-of-scope work at Regular Hourly Labor Rate