



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** January 28, 2022

**Subject:** SECURITY SERVICE AT 608 WILLIAM ST.

**Bid No.:** 221183-002

**Effective Dates:** December 1, 2021 through November 30, 2023

**Vendor #:** 162501

**Vendor:** ASSET PROTECTIVE SERVICES, INC.  
274 Delaware Avenue  
Buffalo, NY 14202

**Telephone:** 716-248-2664

**Contact:** Evelin Crespo

**Pricing:** per attached document



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 19<sup>th</sup> DAY OF NOVEMBER, 2021

by and between ASSET PROTECT SERVICES, INC.

of 274 DELAWARE AVENUE, BUFFALO, NY 14202

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 NOVEMBER 15, 2021 at 11:00AM

for: SECURITY SERVICE - 608 WILLIAM STREET

WHEREAS, the bid of the Contractor submitted in accordance therewith, the price per armed guard per hour of \$26.95, 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. 221183-002, 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  
INC. \_\_\_\_\_

CONTRACTOR: ASSET PROTECT SERVICES

by \_\_\_\_\_

Director of Purchase

Date \_\_\_\_\_

by

*Erin M. Casper*

Title

*Pres. / Co. Owner*

Date

*November 22, 2021*

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: 221183-002

OPENING DATE: NOVEMBER 15, 2021 TIME: 11:00 AM

FOR: SECURITY SERVICE – 608 WILLIAM STREET  
**Asset Protect Services, Inc.**  
**274 Delaware Ave., Ste #1**  
**Buffalo, N.Y. 14202**

NAME OF BIDDER: \_\_\_\_\_

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 **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage
- EXHIBIT "V" - Vendor Federal Compliance 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 28<sup>th</sup> day of October, 2021

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME Asset Protective Services, Inc.

ADDRESS 274 Delaware Avenue

Buffalo New York ZIP 14202

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE Vice - President TELEPHONE NO. 716 248-2664

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. 221183-002

Ship to: County of Erie  
 Attention:  
 Address:

Ship Via:  
 Date Required at Destination: As Required

ITEM NO.	QUAN -TITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Vendor to provide Security Service at 608 William Street, Buffalo,	
			NY 14206, per the attached specifications.	
			Term of the contract is December 1, 2021 - November 30, 2023	
			There will be a pre-bid site visit on	
			Monday, November 8, 2021 at 11:00am.	
			Site contact: Luca Amarena (716-858-2012)	
			Price Per Armed Guard Per Hour \$ <u>26.95</u>	

**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

**Asset Protect Services, Inc.**  
 274 Delaware Ave., Ste #1  
 Buffalo, N.Y. 14202

**NAME OF BIDDER** \_\_\_\_\_

(Rev. 9/95)

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

## SPECIFICATIONS FOR SECURITY SERVICE AT 608 WILLIAM ST.

Erie County Department of Homeland Security & Emergency Services  
45 Elm St.  
Buffalo N.Y. 14202

### 1.0 General

Erie County Department of Homeland Security & Emergency Services requires a vendor to provide **armed** Security Guard services at 608 William St Buffalo N.Y. 14206. This will be a two-year contract beginning December 1, 2021 thru November 30, 2023.

- 1.1 **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.**

### 2.0 Competency of Bidder

The bidder shall have had a qualified security organization in active operation for a minimum of five years. The bidder shall have New York State certification and each guard must be New York State Certified. Proof of certification must be submitted with bid.

### 3.0 Qualifications of Bidder

The successful bidder must furnish a list of all full time and replacement guards to Erie County Department of Central Police Services for background checks. The list of employees must be submitted to CPS 30 days prior to commencing work. **Under no circumstances will security employees be allowed to work without security background check.**

### 4.0 Scope of Work

#### 4.1 Scheduling 608 William Street

700-1500	Monday thru Friday (One Guard)
900-1700	Monday thru Friday (One Guard)
1500-2000	Monday thru Friday (One Guard)
1700-2000	Wednesday ONLY (One Guard)

Erie County Homeland Security & Emergency Services will notify in writing any change in schedule or closings for proper staffing. Additional services requested by tenants outside of normal Erie County business hours/days/holidays are to be negotiated between Homeland Security & Emergency Services and security firm.

#### 4.2 Uniforms

Guards must report to duty in full uniform. The uniform that the guards will wear will be approved by the County. The uniform look will consist of industry standard apparel, officer shirt, short and long sleeve, pants, skirt, blouse, ties, blazers, black shoes, weather uniforms and gear as needed. This will include the corporate logo and standard uniform appearance. All uniforms and equipment shall be provided at the sole expense of the Contractor. Company issued identification, badges, company shield, name tags, New York State identification, all must be visibly displayed. Uniforms must be cleaned and pressed and shoes must be shined and polished. Uniforms must fit and be worn properly. Contractors shall be responsible for properly fitting uniforms of all their personnel while they are on duty at County of Erie sites.

#### 4.3 Job Duties

The daily work rules and operations include, but are not limited to:

- a) One officer at the desk, watching cameras and answering the phone.
- b) 2nd officer is the rover, does outside rounds and escorts employees to the parking lot if requested and does inside of building rounds.
- c) Front desk officer has clients sign in at front desk, keeps a log of incidents.
- d) All officers respond to any complaints from the employees.
- e) At 0700hrs officer opens building with hard key and turns off alarm (being on time is crucial as the county employees need to punch in on time).
- f) At 2000hrs building alarm is turned on and door is locked.
- g) Officers report any incidents to Building Manager and Coordinator for Building Security.
- h) Officers will complete incident forms and send them to Coordinator for Building Security via fax, and also give Building Manager a copy.
- i) All security personnel will notify Coordinator for Building Security if there are problems with access and cameras.
- j) At no time will there be long periods of congregating at the front lobby desk.
- k) At no time will there be usage of cell phones to watch movies or scroll through social media.
- l) Cell phones can be used for business purposes.

#### 4.4 Performance Review

A performance review will be completed every 90 days to review problems and/ or discrepancies. The security firm will have 10 days to respond in writing outlining remedies. Failure to submit or respond to the problems will mean immediate termination of the agreement.

#### 4.5 Payroll

The security firm will supply time cards and time clock for guards to verify hours worked. Copies of time cards and **certified payroll** to be submitted with monthly billing. The security firm will also furnish barcode scanner, barcode location identifiers, or similar systems of equal value for patrol verification. All expenses shall be assumed by the security firm, including but not limited to, wages, compensation liability, uniforms, bonding and all other costs

#### 4.6 Standard Operating Procedures

The security firm shall provide Standard Operating Procedures (SOP) for each location prior to commencing work. Changes to the SOP must be submitted to Erie County Health Dept., Erie County Homeland Security & Emergency Services and Erie County Buildings and Grounds prior to implementation. Each plan must designate a 24-hour contact person with supervision authority to review location needs for emergency contact to Erie County Homeland Security & Emergency Services and Buildings and Grounds.

#### 4.7 Activity Log

Fax or e-mail a daily activity log to Rath Security Office detailing any and all Security problems if any.

#### 4.8 Monthly Meeting

Monthly meeting with all supervisors and Building Managers to be scheduled by County Security Supervisor.

#### 4.9 List of Contacts

Erie County Homeland Security & Emergency Services to provide list of Emergency contacts to be used for Emergency situations.

#### 4.8 Payments

Payments will be made **semimonthly (every two weeks)** in arrears based upon calculations submitted by the security firms as in accordance in 4.3



**4.9 Site Inspections**

This agreement reserves the right to inspect each location by the County of Erie Department of Homeland Security & Emergency Services for compliance purposes.

**4.10 Failure to Comply**

The County of Erie reserves the right to make on-site inspections and tests when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the security firm correct deficiencies to meet the standards. If security firm fails to comply with such demands, within a reasonable amount of time, the County of Erie may by written notice (30 Day) to security firm terminate his right to continue the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the security firm or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned. The County of Erie may terminate the contract if it deems that the contract is not satisfactorily performed in accordance with the standards herein specified. In the event of such termination, the County of Erie may refuse to award future contracts to such security firm, as per policies, of the Erie County Dept. of Purchasing and its stipulations.

**5.0 Personnel Health Policy**

All personnel working within the Erie County Clinical structure must meet the requirements under NYDOH Article 28.

**See Attachment**