

DEC 15 2015

EXHIBIT "F"



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 11TH DAY OF DECEMBER, 2015

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 9, 2015 at 2:00 PM

for: INTEGRATED SECURITY & ACCESS SYSTEM AT YOUTH DETENTION FACILITY

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$136,700.00,

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. 215302-002, 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.

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

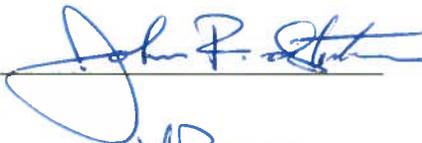
Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

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

by 
Title VP SALES

Date _____

Date 12/22/15

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



NOV 18 2015

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: 215302-002

OPENING DATE: DECEMBER 9, 2015 TIME: 2:00PM

FOR: INTEGRATED SECURITY & ACCESS SYSTEM AT YOUTH DETENTION FACILITY

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 CLASSIFICATION "A"
- 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 9th day of DECEMBER, 20 15
TERMS Net 30 Days DELIVERY DATE AT DESTINATION 1/1/16
FIRM NAME GTS SERVICES, INC.
ADDRESS 95 STARK STREET
TONAWANDA, NY ZIP 14150
AUTHORIZED SIGNATURE 
TYPED NAME OF AUTHORIZED SIGNATURE John Stuber
TITLE Vice President TELEPHONE NO. (716) 693-4490

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 215302-002

Ship to: COUNTY OF ERIE
 Attention: YOUTH DETENTION FACILITY
 Address: 810 E. FERRY ST

Ship Via:
 Date Required at Destination:

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Proposal to supply service, as outlined in the attached		
			specifications, at the Erie County Youth Detention Facility,		
			810 East Ferry St., Buffalo, NY 14211.		
			Any questions regarding the scope of this contract		
			should be directed to: Earl Zeeb at (716) 858-8376.		
			Term of the contract is		
			January 1, 2016 through December 31, 2017		
			<i>1ST YEAR (2016) = \$66,400</i>		
			<i>2nd YEAR (2017) = \$70,300</i>		
			A pre-bid walk-through will be held on November 25, 2015 at 9:30am		
			at the Youth Detention facility, 810 East Ferry Street, Buffalo, NY 14211.		
			Please assemble in the lobby.		
			<i>TOTAL (2 YEARS) = \$136,700</i>		

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 UTS SERVICES, INC.

(Rev. 9/95)

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

Maintenance Specifications for: Integrated Security and Access System
Youth Detention Facility
810 East Ferry Street
Buffalo, NY 14211

ARTICLE I GENERAL

- 1001 The services to be performed under contract as per these specifications shall consist of furnishing all materials, labor, tools, and equipment necessary to provide inspection and complete maintenance of the Security/Access equipment herein described. **Full comprehensive service shall include systematic inspections, preventive maintenance to test, inspect, clean, calibrate main panels and all associated equipment, repair and/or replacement of parts for all equipment.**
- 1002 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.
- 1003 A pre-bid walk through will be scheduled for November 25, 2015 at 9:30am. Please assemble in the lobby of the Youth Detention facility located at 810 East Ferry St, Buffalo, NY 14211.

ARTICLE II COMPETENCY OF BIDDER

- 2001 The bidder shall have had a qualified service organization in active operation for a minimum of ten years. Because of the importance of system uptime and complexity of the entire security system, it is mandatory that bidder meets all requirements within this specification. Any bidders not meeting those requirements will be disqualified from this bid. The bidder shall have an established, security CCTV/security access/industrial controls service agency, capable of performing all work described herein; no portion of this contract shall be subcontracted to others. The bidder shall furnish with their bid, all qualification forms included within this specification. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either governmental or commercial, an unsatisfactory record of performance in connection with inspection or repair of the type of systems specified herein.
- 2002 The bidder shall be responsible for making an initial inspection of the equipment and facility to be serviced, to adequately familiarize themselves with the building. Bidder shall have adequate knowledge of the systems being quoted to provide uninterrupted operation of all equipment. Any omissions or deletions by the bidder shall disqualify the bid.
- 2003 The bidder shall provide adequate workman's compensation and liability insurance coverage acceptable to the Erie County Purchasing Department, as described within this specification. The bidder will need to submit these forms upon notification from Erie County that they are the approved low bidder.

ARTICLE III QUALIFICATIONS OF BIDDERS

- 3001 The successful bidder must furnish at the time of the bid opening, and attached to and made a part of his bid the following:
1. Bidder must submit where they have installed Wonderware at (2) previous locations. Please see the qualifications sheet to be turned in with the bid.
 2. Bidder must provide documentation that they are a systems integrator (SI) for Wonderware. All bidders will be verified through Wonderware training information, certificates of training completion are encouraged and can be attached to bid package. Please see the qualifications input form to be turned in with the bid.
 3. Names of (2) full time technicians now on the payroll of the bidder who have a minimum of (10) years experience in the maintenance and repair of industrial controls. Please see the qualifications input form to be turned in with the bid.
 4. Names of (2) full time technicians now on the payroll of the bidder who have a minimum of (10) years experience in the maintenance and repair of access and CCTV systems. Please see the qualifications input form to be turned in with the bid.
 5. References are required. List at least (1) customer within 100 miles who is currently employing the bidder for maintenance services for CCTV, access, industrial controls, paging, and intercom. Please see the qualifications input form to be turned in with the bid.

ARTICLE IV SCOPE OF WORK

4001 This invitation to bid assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, estimate of repair charges will be submitted for approval. Should these restoration charges be declined, those nonmaintainable items will be eliminated from the program and the agreement price adjusted accordingly. It is the responsibility of the contractor to determine the number of visits required to adequately execute the preventative maintenance tasks. The entire systems shall be checked and maintained comprehensively as described below. Multiple breakdowns because of lack of preventative maintenance visits will result in termination of contract. Testing and maintenance requiring work outside of normal business hours and days are at the option of the vendor at no additional cost to the owner and with permission and coordination of the site engineer.

4002 Vendor will be responsible to perform maintenance and testing, lubrication, and calibration on all security/access systems to include: cameras and related hardware and components, access control and all related components including door locking equipment, hardware and software, and intercom system and all related hardware and components. Back-ups of all system software are to be made at each quarterly service. Back-ups are to be maintained onsite and at the vendor's office. All back-up media is to be provided by the vendor. The intent is to test the system once annually through scheduled maintenance visits to thoroughly maintain the system.

4003 Access Control System: A visual inspection and operational test of the covered components of the access control system will be performed routinely as to insure that all devices are operating properly. The equipment will also be checked for damage and proper electrical connections. Devices will be exercised to determine proper entry grant or entry denial, verification of door status alarm operation and exist requests, test of controller/terminal communications, operation of standby supplies on battery power and activation of lock hardware to insure capture and release of doors occurs as intended.

4004 CCTV System: A visual inspection and operational test of the covered components of the CCTV system will be performed. Contractor will verify transmitted picture quality; inspect cable connections, alignment and seals. Contractor will activate cameras for proper movement and operation, activate controllers and motors for proper response to automatic or manual commands and check the operation of switchers for proper settings and sequencing of inputs. DVR's and other recording devices will be checked for proper speed, settings, picture quality and response to alarm activation.

4005 The PLC software shall be backed up quarterly. During each back up, the technician shall perform diagnostic and operational test to ensure proper operation. Available firmware upgrades that fix known bugs and provide for more efficient operation shall be applied at the contractor's expense. Upgrades must be performed by the industrial controls technicians of the certified systems integrator.

4006 The HMI software shall be upgraded annually as revisions are released from the factory. Upgrades must be performed by factory trained technicians of the certified systems integrator.

4007 The security system has (3) computer workstations. Through the term of this agreement, each workstation, including monitor and keyboard, shall be upgraded with a new computer that meets or exceeds the software recommendations. Refurbished equipment is not acceptable.

4008 Parts repair and replacement provisions apply only to the systems and equipment covered. Vendor will provide repairs on all existing systems due to normal wear and tear and bear all expenses thereof. Repair of non-maintainable parts, shall not be included in this agreement. Known non-maintainable parts include UPS and batteries.

4009 Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractor's control other than fair wear and tear, shall not be the responsibility of the contractor.

4010 Emergency Service shall be provided (24) twenty-four hours a day to minimize down time and inconvenience. All emergencies regardless of the time or day shall be covered within this contract without charge for labor or traveling expenses. For any reason a system should be out of service for more than the usual inspection or trouble shooting time, the contractor shall notify the Erie County Division of Buildings & Grounds office with the reason why, and what time the system is expected to be put back in service for proper and safe operation.

Contractor shall have service response center with a toll free number for to call in case of an emergency. The service response center shall be manned 24 hours per day. Paging systems and recordings are unacceptable.

Upon notification of an emergency, the contractor technician shall respond online within 2 hours. If the problem cannot be resolved online, the contractor shall be onsite within 3 hours of notification of issue. Therefore, out of area contractors are not acceptable. All aspects of the security system (access/CCTV/intercom/paging/PLC/HMI) must follow the above response times for emergencies and the appropriate technician must be dispatched. Sending a CCTV technician to fix a PLC issue is unacceptable and will result in cancellation of contract.

4011 Documentation: Upon completion of all regular scheduled maintenance and/or emergency services, contractor shall certify in writing that each system is 100% operational. Copies of this report shall be delivered or mailed to Erie County Buildings & Grounds office, also copies maintained by the contractor. The contractor shall have the county onsite engineer sign the work reports prior to leaving the site.

ARTICLE V EQUIPMENT LIST

- Video Monitoring System, to include:
 - Central processing equipment
 - Video Monitors
 - Video Cameras and associated mountings, gimbals and directional drive motors
 - Video Camera pointing devices
 - Video Recording equipment and associated devices
 - Door Locking Compressors
 - Door locking system:
 - Wonderware software
 - Omron PLC
 - Door locking system central processing equipment and software
 - Central control equipment and 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
 - Local POD emergency override controllers
 - Camera Licenses for IP cameras
 - Network Switch Equipment
 - Intercom system
 - Alarm Initiating devices and audible devices (Excluding Fire Alarm System)

ARTICLE VI PAYMENT

Payment for services to be made in quarterly installments in arrears, and upon receipt of invoice.

The yearly cost for service shall be:

For the period January 1, 2016 - December 31, 2016 \$ 66,400

For the period January 1, 2017 - December 31, 2017 \$ 70,300

Hourly labor Rate \$ 120/HR

After Hours & Weekend Rate \$ 180/HR

Holiday Rate \$ 240/HR

Material to be N.Y. State Contract Pricing

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

County of Erie
DIVISION OF PURCHASE

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME UHS SERVICES, INC.

ADDRESS OF PRINCIPAL OFFICE STREET 95 STARK STREET

CITY TONAWANDA

AREA CODE 716 PHONE 693-4490 STATE NEW YORK ZIP 14150

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

If foreign corporation, state if authorized to do business in the State of New York:

YES NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

GOLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.



Signature

Verification

STATE OF NY)
COUNTY OF ERIE) SS:

A) _____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) JOHN R STUBER, being duly sworn, states that he or she is the Name of Corporate Officer VICE PRESIDENT, of U.S. SERVICES, INC., Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 4th
Day of November, 2015

NOREEN ANN STICKNEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NIAGARA COUNTY
REG. #01ST606416
MY COMM. EXP. SEPT. 17, 2019

WAIVER RECOMMENDATION

DEC 15 2015

COMPANY: U.S. SERVICES, Inc

ADDRESS: 45 SPARK STREET, TONAWANDA, NY 14150

TELEPHONE NUMBER: (716) 693-4490 BID NO.: 215302-002

- 1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
- 2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

12/22/15 John P. [Signature]
 DATE SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

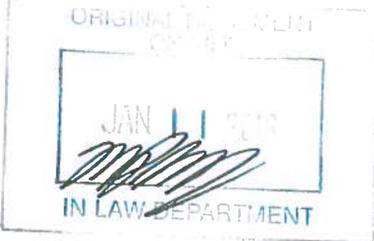
Granted in Part: X _____

Comments: _____

[Signature] 1-6-2016
 DIRECTOR OF E.E.O. DATE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) U&S Services, Inc 95 Stark Street Tonawanda, NY 14150 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number Of Insured 716-693-4490 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161364177
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie Department of Public Works 95 Franklin Street, Room 1417 Buffalo, NY 14202 	3a. Name of Insurance Carrier Rochdale Insurance Company 3b. Policy Number of entity listed in box "1a"- RWC3376753 3c. Policy effective period: 7/24/15 to 7/24/16 3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/28/15
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-849-8618

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# _____ will be furnished upon award _____.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.