

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: Albany County Corrections & Rehabilitative Services Center

Contact Name: Cpt. Richard T. Gorman

Phone #: 518-869-2614

Requisition #: _____

Describe in detail the products and/or services to be procured:

Description and details attached with purchase order request

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

Vendor Name: Black Creek Integrated Systems

Vendor Address: 2900 Crestwood Blvd. P.O. Box 101747 Irondale, Al. 35210

Phone: 205-949-9900

Fax: 205-949-9910

Product Needed by date: 2020

Estimated Total Dollars for this procurement: \$ 180,000.00

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Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☒ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- ☒ Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- ☒ Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- ☒ Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- ☐ Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee: Captain Richard T. Gorman

Signature: *Cpt. R.T. Gorman*



**BLACK CREEK
INTEGRATED SYSTEMS CORP.**

2900 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210



Integrity. Innovation. Quality.

Voice: (205) 949-9900
Fax: (205) 949-9910

January 14, 2020

Captain Rich Gorman
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12345

via email: richard.gorman@albanycountyny.gov

RE: BCIS Quotation No. P19-095.02
Security Control System Expansion: Lobby Control
Albany Co. Correctional Facility

Dear Captain Gorman

I am writing in follow-up to the subject proposal.

Please be advised that Black Creek is the owner of the software utilized in the security control system installed in the Mental Health Annex of the Albany Co. Correctional Facility (e.g., the Black Creek **Super Display**® Touchscreen Security Control System) in the subject facility. As the manufacturer of the system and the owner of the software, Black Creek Integrated Systems Corp. is the only firm authorized and capable of expanding the system into the Lobby of the Correctional Facility and providing the associated maintenance and support.

Please call or email with any questions. We look forward to continuing our relationship with your agency.

Very truly yours,
Black Creek Integrated Systems Corp.

I.E. Newton, III
President
inewton@blackcreekisc.com



BLACK CREEK INTEGRATED SYSTEMS CORP.

2800 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210



Integrity. Innovation. Quality.

PROPOSAL

Voice: (205) 849-9800
Fax: (205) 849-9810

January 2, 2020

Via email:

Attn: Captain Richard Gorman
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12211

Richard.gorman@albanycountyny.gov

Re: Albany County Correctional Facility – Security Control System Expansion: Lobby Control
BCIS Proposal No. P19-095.02

Black Creek Integrated Systems Corp. is pleased to provide the following proposal to furnish & install, complete and in accordance with the terms, conditions, and any exceptions stated herein, goods and/or services to expand the existing Black Creek Super Display® touchscreen control system in the Mental Health Annex in order to replace two (2) existing analog control panels with touchscreen-based control of slider gates, swing doors, and lighting controls. Proposal is based on Black Creek as-built documentation and information provided by Albany County.

GENERAL DESCRIPTION OF THE WORK

In order to provide a headend homerun location in the area(s) to be controlled, a new wall-mount enclosure equipped with GE (Emerson) PACSystems RX3i Programmable Logic Controllers (PLCs) will be provided in the Lobby Control Room; the existing security server, utility computer with VPN appliance, and other existing system components in use for control of the Mental Health Annex will be reused. A single new control station equipped with the Windows® 10 operating system and one (1) 32" LCD touchscreen will be installed to assume control and monitoring of designated slider gates and swing doors currently controlled by two separate analog panels. No changes will be made to existing field devices (e.g., door locks, door position switches, etc.) that are to be controlled by the touchscreen security control system. Network components will be provided as required to support the system expansion.

1.0 CONTROL SYSTEM

- 1.01 Furnish & install new security equipment cabinet(s) as required to house all new PLC equipment, locking control relays, network switches, etc., as needed to implement control.
- 1.02 Furnish & install GE (Emerson) RX3i series PLC components sufficient to provide control and/or monitoring of the following:
 - (5) existing slider gates
 - (11) existing swing doors
 - existing lighting zones
- 1.03 Remove (2) existing analog control panels at Lobby Control; modifications to millwork and countertops are the responsibility of the County.
- 1.04 Furnish & install (1) new desktop-model touchscreen control station in Lobby Control equipped with (1) new 32" LCD touchscreen monitor; includes CPU, keyboard, mouse, Windows® 10 OS, and standalone UPS.
- 1.05 Reuse existing security server and existing utility/data logger computer with VPN appliance for remote diagnostics and troubleshooting via the Internet.
- 1.06 Furnish & install new Gigabit Ethernet switch(es) as required.
- 1.07 Furnish & install fiber optic interface equipment as required for fiber connection between new headend location in Lobby Control Room and existing equipment room in the Mental Health Annex (refer to 2.01).
- 1.08 Furnish & install new relay panel(s) sized to provide control of existing lighting consistent with that provided by the existing analog control panel.
- 1.09 Furnish & install new UPS unit(s) as required to support new headend. UPS shall be sized to provide a minimum of 15 minutes of backup power at 150% of load.
- 1.10 Provide all server and touchscreen programming necessary to upgrade the existing software and to integrate the new Lobby Control workstation into the Black Creek Touchscreen Control System. Provide programming necessary to allow Lobby Control to take-over and provide control of separate Medical Unit and Visit Area when necessary (refer to separate proposals P19-096.01 and P19-097.01, respectively).

P19-095.02

2.0 CUSTOMER RESPONSIBILITIES

- 2.01 Installation and testing of any additional cabling and/or conduit that may be required, including extension of existing cabling and fiber. Proposal assumes fiber connection from Equipment Room A222 to Main Control Room will be extended to Lobby Control Room.
- 2.02 Modifications/additions to existing millwork/casework.
- 2.03 Provide a high-speed Internet connection with real-world IP address for VPN connection at the facility for remote diagnostics and remote support via the Internet; existing connection may be reused.
- 2.04 Provide facility's lifts and ladders as needed. A lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.
- 2.05 Provide office/work space with access to a telephone and Internet for use by Black Creek technician.
- 2.06 Disposal of existing equipment removed during the upgrade.
- 2.07 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.
- 2.08 Provide a secure location to store equipment and tools.
- 2.09 Timely review and approval of Black Creek Engineering submittals, per the project schedule.
- 2.10 Timely review and approval of Black Creek touchscreen software submittal, per the project schedule.
- 2.11 Repair/replacement of existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing.

3.0 BLACK CREEK RESPONSIBILITIES

- 3.01 Provide all hardware, software, and ancillary services as described in this Scope of Supply as required for a complete, satisfactorily operating system.
- 3.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections described in this Scope of Supply.
- 3.03 Perform all onsite hardware testing to ensure proper peripheral device installation. Existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.
- 3.04 Load all software for initial testing and perform all software testing to ensure proper operation of Lobby Control security control system.
- 3.05 Perform all punch-list corrections as required.
- 3.06 Provide one (1) year warranty from date of completion on Black Creek-furnished software and ancillary services.
- 3.07 Provide an experienced Project Manager and Installation Manager to oversee the project.
- 3.08 Provide a detailed project schedule.

4.0 CLARIFICATIONS

- 4.01 Proposal anticipates that all existing wire and cable can be reused and that existing wire meets current electrical codes and standards.
- 4.02 Proposal anticipates Customer will extend existing fiber connection between Equipment Room A222 and Main Control Room to Visit Area Control Room.
- 4.03 Proposal includes reuse of existing field devices and assumes that all existing equipment is fully operational.
- 4.04 Non-operative, misadjusted, misaligned, defective, missing, and/or unused devices or conductors/cabling shall be reported to the Customer for resolution.
- 4.05 Proposal assumes existing power panels, UPS units, circuits, and receptacles are sufficient to support the new system components. Any modification to existing or new power panels, circuits, or receptacles will be provided by the County.
- 4.06 Proposal is based upon providing a Black Creek touchscreen system utilizing Black Creek's standard engineering practices.
- 4.07 Proposal assumes Lobby Control implementation will occur before control is implemented in separate Medical Unit and Visitation area (refer to separate proposals P19-096.01 and P19-097.01, respectively).
- 4.08 Proposal includes prevailing wages.
- 4.09 Proposal does not include Sales Tax. The County is a tax-exempt entity.

5.0 EXCLUSIONS

- 5.01 Any Fire Alarm System including interface/annunciation.
- 5.02 Repair or replacement of existing field devices, door locks, or door position switches found to be defective.
- 5.03 Replacement of defective or unusable wire/cables/conductors.
- 5.04 Modifications to existing or new UPS units, power panels, power circuits, or power receptacles.

- 5.05 Conduit and cabling including extension of cabling to any new cabinets/racks that may be required.
- 5.06 Changes to software features or functionality, except as needed to implement new Lobby Control station.
- 5.07 Millwork or casework.
- 5.08 Concrete, masonry, and/or carpentry work.
- 5.09 Cutting and patching.
- 5.10 Disposal of removed equipment.
- 5.11 Internet service or connection for VPN access (existing will be reused).
- 5.12 Sales Tax.
- 5.13 Retainage.
- 5.14 Liquidated Damages.
- 5.15 Performance and payment bonds (may be provided at 1.5% of contract amount).
- 5.16 Any equipment or service not previously described in this Scope of Supply.

6.0 WARRANTY

The proposal includes a one-year warranty for new equipment supplied under this proposal only. Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, flooding, or lightning. Existing field devices and equipment and Customer-provided equipment are specifically excluded from this warranty. Black Creek will provide telephone and internet support only. Customer will be responsible for providing onsite assistance with troubleshooting.

7.0 PRICING

Lobby Control Implementation:

\$180,000.00

(Includes 15% Discount provided under Level 1 Service Plan)

8.0 SPECIAL TERMS AND CONDITIONS

Pricing remains firm for a period of 30 days.

9.0 PAYMENT TERMS

- 25% on Engineering Submittal
- 50% on Equipment Delivery
- 25% on System Completion & Commissioning

10.0 NEW YORK LICENSE

Black Creek holds New York Alarm Installer License No. 12000178344.

Very truly yours,

BLACK CREEK INTEGRATED SYSTEMS CORP.


I.E. Newton, III

President

inewton@blackcreekisc.com



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) BLACK CREEK INTEGRATED SYSTEMS INC. 2900 CRESTWOOD BLVD. BIRMINGHAM, AL 35210 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 205-949-9900 ext. 902 1c. NYS Unemployment Insurance Employer Registration Number of Insured 47521302 1d. Federal Employer Identification Number of Insured or Social Security Number 630998454
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ALBANY 112 STATE STREET ALBANY, NY 12207	3a. Name of Insurance Carrier THE CHARTER OAK FIRE INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-1L822772-20-IS-G 3c. Policy effective period 01/01/2020 to 01/01/2021 3d. The Proprietor, Partners or Executive Officer 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 must notify the above certificate holder and the Workers' Compensation Board 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.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon 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: Michelle Finch
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Michelle Finch 01/02/20
(Signature) (Date)

Title: Customer Solutions Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-454-4918

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.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.