

LENEL SOFTWARE UPGRADE AND SUPPORT (SUSP), VALUE ADD RESELLER OF RECORD & LENEL SYSTEMS SERVICE CALLS RFP/Q

OCTOBER **10**, 2023



Monroe County Water Authority 475 Norris Drive Rochester, New York 14610

SECTION 1 - INVITATION TO PARTICIPATE

1.1 PURPOSE

The Monroe County Water Authority (Authority) is soliciting a Request for Proposals/Qualifications (RFP/Q) from qualified vendors to enter into a Lenel Software Upgrade and Support (SUSP) agreement, which will include the vendor to act as the Authority's Value Add Reseller of Record to provide software and support to the Authority's Lenel Systems along with monthly Health Checks and various other tasks. The agreement will also include the vendor to respond to services calls on an as needed basis. Prospective Proposers must offer a proposal that will meet the Scope of Work outlined in Section 2 and the Proposal Requirements outlined in Section 3 of this RFP/Q.

In responding to this RFP/Q, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing the Authority with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the Authority's review and assessment process.

1.2 PROCUREMENT OFFICER

The Procurement Officer identified below is the sole point of contact regarding this RFP/Q from the date of issuance until the selection of the successful Proposer(s).

Amy A. Molinari Director of Finance & Business Services Monroe County Water Authority 475 Norris Drive Rochester, NY 14610 E-mail: Amy.Molinari@mcwa.com

1.3 PRESENTATION AND CLARIFICATION OF THE AUTHORITY'S RIGHTS AND INTENTIONS

The Authority intends to enter into an agreement with the selected Proposer(s) to supply the Scope of Work described in Section 2. However, this intent does not commit the Authority to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal or a cost proposal in repsonse to this request, or to procure or contract for any services. The Authority reserves the right, in its sole discretion, to accept or reject in part or in its entirety any proposal received as a result of this RFP/Q if it is in the best interest of the Authority to do so.

1.4 TENTATIVE SCHEDULE

October 10, 2023	RFP/Q distributed; announced on the Authority website.				
October 23, 2023	Pre-proposal questions due to the Authority, in writing via email.				
October 25, 2023 Addenda issued with answers to Proposer's questions (if no					
November 17, 2023	Proposals due by 12:00 pm EST.				
December 14, 2023	Estimated award date.				

1.5 OVERVIEW OF ORGANIZATION

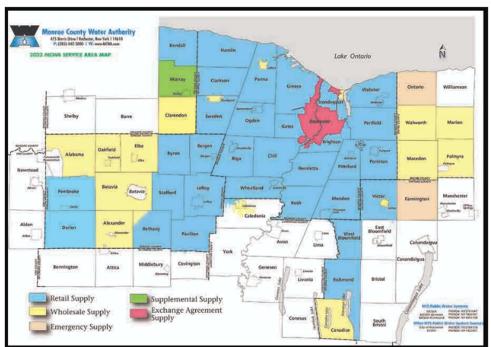
The Authority provides a high quality, safe, and reliable water supply in a financially-responsible manner.

The Authority was created by State legislation in 1950 to solve the water supply needs of this community. In 1959, the Authority took over the assets of the private New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the the Authority service area has steadily grown. Today, the Authority serves over 187,000 customers in every town and village in Monroe County, plus towns, villages, and other water authorities in each of the five adjacent counties.

The Authority system infrastructure includes its main operations center, meter shop, three water treatment plants, 40 remote pumping stations, 53 tanks and 2 storage reservoirs, and over 3,300

miles of transmission and distribution water mains.

For additional information on the Authority, go to <u>www.mcwa.com</u>.



SECTION 2 – SCOPE OF WORK

The Authority's intent is to enter into a Lenel Software Upgrade and Support (SUSP) agreement (Agreement), which will include the vendor to act as the Authority's Value Add Reseller of Record to provide software and support to the Authority's Lenel Systems along with monthly Health Checks. The agreement will also include the vendor responding to services calls on an as needed basis. The initial Agreement will be a three-year term beginning January 1, 2024 with an option to renew for two additional one-year periods upon mutual consent.

Below is a preliminary outline of the typical tasks and deliverables to be completed under this Agreement. Additional tasks may be required. The Proposer is encouraged to expand upon this outline and present additional detail delineating its proposed approach to these services.

<u>Group 1 – Software Upgrade and Support (SUSP), Lenel Value Add Reseller of Record, Monthly</u> <u>Health Checks, OnGuard Hot Fixes</u>

The Authority currently uses OnGuard for its video management systems software. However, the Authority is considering other software options. Should the Authority decide that a change in software would be in its best interest during the term of the Agreement, all Score of Work in the RFP/Q referencing OnGuard would be provided for the new software implemented.

A. Software

- a. One (1) Major version release of video management system software
 - i. Completed installation of software by factory-trained Technicians
 - ii. Over the shoulder training on new features
 - iii. The Authority is currently using OnGuard for its access control, visitor management and video management systems software (Lenel version 8.0).
 MCWA anticipates being upgraded to version 8.1 in 2023.
- b. Availability of Manufacturer's Technical Support while performing service
- c. Availability of up-to-date security patches and support for third party products

B. Installation of the next major release of Lenel OnGuard

The following work will be performed shortly after a major version release of software. The software includes the Server Software, existing Client Software, and existing Digital Video Server Software.

- a. Apply Third Party updates as required
- **b.** Install the next higher version of software
- **c.** Test the system for proper upgrade installation and complete any post application issues.
- d. Inspect the system for proper data storage, archiving and optimum efficiency
- e. Provide over the shoulder training of new features
 - i. This training is to be performed at the time of installation
 - **ii.** Further training is available upon request and is subject to additional service charges.

C. Manufacturer's Technical Support

a. Proposer's assigned field personnel must be certified through Lenel's Learning Solutions Program.

D. Up-to-Date Security Patches and Third Party Support

- a. Should a version/build of the Lenel OnGuard Software become available, and the Authority deem it suitable for its system, the Proposal will install the applicable updates. The Proposer will perform this work based on the service rates provided in the Proposer's Cost Proposal (Exhibit B).
- b. The Proposer will be expected to preform Hot Fixes to the Lenel OnGuard Software as needed. The Agreement will include four (4) hours for OnGuard Hot Fixes. Any additional hours will be invoiced to the Authority based on the service rate provided in the Proposer's Cost Proposal (Exhibit B).

E. Health Checks

- **a.** The Proposer will perform monthly health checks of the access and video system and system server Windows and Java software updates including patches and malware bytes. The Proposer will invoice the Authority after the completion of each health check based on the rate provided in the Proposer's Cost Proposal (Exhibit B).
- **b.** Monthly health checks will include VMS time sync/clock updates and firmware updates for video cameras. The Authority currently utilizes no more than 145 digital video channels.

F. Lenel Value Add Reseller of Record

a. The Proposer will act as the Authority's Lenel Value Added Reseller (VAR) of Record and will submit all documentation required to Lenel.

G. Replacement Parts

a. The Proposer will notify the Authority if a replacement part is needed prior to ordering/issuing. All replacement parts must be procured in accordance with the Authority's Purchasing Guidelines and should be invoiced separately per the MCWA purchase order authorizing the purchase.

H. Client Workstation Software Updates/Replacements

a. The Agreement will include software upgrades/replacements for 9 client workstations. Any additional workstation needing to be upgraded/replaced will be based on the rate provided in the Proposer's Cost Proposal (Exhibit B).

I. New Client Workstations/Devices

a. Should the Authority have the need to add a new client workstation/device to the security system, the Proposer will complete the connection based on the service rate provided in the Proposer's Cost Proposal (Exhibit B).

J. Upgrades to Existing Service Connections at Remote Sites

a. Should the Authority have the need to upgrade an existing connection (modem, internet, fiber, ect), the Proposer will complete the connection based on the service rate provided in the Proposer's Cost Proposal (Exhibit B).

K. SUSP Related Service Calls

a. The Proposer will respond to service calls for the Authority's system on an as needed basis to any one of the Authority's multiple locations within our service area. A map of the Authority's Service Area (Section 1.5) has been included in this RFP/Q for reference. The Proposer will perform these services based on an annual fee provided in the Proposer's Cost Proposal (Exhibit B). The annual fee should include all labor and travel costs.

L. Labor Rates

a. Wages paid in relation to the Agreement will be paid in accordance with the current New York State Prevailing Wage Schedule.

M. Sales Tax

a. The Authority is a tax-exempt organization. Prices submitted in Proposer's Cost Proposal should not include New York State Sales Tax.

Group 2 – Lenel Systems Service Calls

A. Non-SUSP Related Service Calls

- a. Proposer will respond to services calls for all components (including, but not limited to, DSL conversions and intercom/stenofon system) of the Authority's Lenel systems on an as needed basis to any one of the Authority's multiple locations within our service area to include remote work and support. A map of the Authority's Service Area (Section 1.5) has been included in this RFP/Q for reference. The Proposer will invoice the Authority after the completion of each service call based on the service rate provided in the Proposer's Cost Proposal.
- **b.** Should the Authority need equipment protection assistance for planned power shutdowns, the Proposer will perform these services base on the service rates provided in the Proposer's Cost Proposal (Exhibit B).

B. Replacement Parts

The Proposer will notify the Authority if a replacement part is needed prior to ordering/issuing. All replacement parts must be procured in accordance to the Authority's Purchasing Guidelines and should be invoiced separately per the MCWA purchase order authorizing the purchase.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 SUBMISSION OF PROPOSER'S PROPOSAL AND COST PROPOSAL

- A. Please provide one (1) original and six (6) copies of proposal.
- **B.** To be considered, Proposers must submit a complete response to this RFP/Q. Proposers not responding to all information requested, or indicating exceptions to those items not responded to, may be rejected. The Authority reserves the right to reject any or all proposals submitted. **Requests for extension of the submission date will not be granted.**
- C. All proposals must be submitted in a sealed envelope clearly labeled "RFP/Q Lenel Software Upgrade and Support (SUSP), Value Add Reseller of Record, & Lenel Systems Service Calls". All proposals must be addressed to the Procurement Officer listed below and must be submitted via a delivery service, such as UPS or FedEx. Delivery service must also be instructed to "Deliver to blue drop box located at Employee Entrance Door 19". The Authority cannot accommodate deliveries requiring signatures to confirm receipt. Proposers shall have sole responsibility to contact the Procurement Officer to confirm receipt of proposal. Proposals hand delivered or submitted via US Postal Service will be returned unopened.

Amy A. Molinari, Director of Finance & Business Services Proposal – Lenel Software Upgrade and Support (SUSP), Value Add Reseller of Record, & Lenel Systems Service Calls) Monroe County Water Authority 475 Norris Drive Rochester, NY 14610 Deliver to blue drop box located at Employee Entrance - Door 19

3.2 CLARIFICATION OF RFP/Q AND QUESTIONS

Questions that arise prior to or during preparation of the Proposal must be submitted **in writing via email** to the Procurement Officer pursuant to instructions in Section 1 of this RFP/Q. Answers to all questions received will be answered by issuance of an addenda. An acknowledgment of such addenda, if any, must be submitted with the RFP/Q response.

As per NYS Finance Law, no contact will be allowed between the Proposer and any other member of the Authority with regard to this RFP/Q during the procurement process unless specifically authorized in writing by the Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 ADDENDA TO THE RFP/Q

In the event it becomes necessary to revise any part of this RFP/Q, addenda will be issued by the Authority. An acknowledgment of such addenda, if any, must be submitted with the RFP/Q response.

3.4 ORGANIZATION OF PROPOSAL

This section outlines the information that must be included in your Proposal. Please respond with your information in the same order as the items in the section.

A. Company Information

- a. Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees.
- b. Describe a minimum of three engagements of similar scope that best demonstrate the company's (and sub-consultants as appropriate) qualifications to undertake all tasks outlined in Section 2 Scope of Work.
- c. Please confirm your company meets the following required qualifications:
 - Authorized purchaser and installer of Axis Communications products.
 - Authorized purchaser and installer of HID access control products.
 - Authorized purchaser and installer of Lenel Systems products.
- **d.** Please provide a list of any additional product brands your company is authorized to purchase and install.

B. Assigned Field Personnel

- a. Provide a brief description of the personnel that will be assigned to perform the Scope of Work outlined in Section 2. For each staff member provide the following:
 - 1. A brief description of qualification/certifications
 - 2. Address of location they will be dispatched from
 - 3. Confirm certification through Lenel's Learning Solutions Program (Required Qualification)

Please note the Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.

c. Value-Added Services/Benefits

Describe any value-added services your company will provide as part of this agreement and any specific benefits to the Authority as a result of this partnership.

D. Procurement Form

Include the procurement disclosure forms contained in Exhibit A.

E. Proposer's Cost Proposal

Include the Proposer's Cost Proposal contained in Exhibit B. Altering this form is prohibited and Proposers must provide pricing for all items and years requested to assure fair and objective treatment during the review process.

3.5 METHOD OF EVALUATION AND SELECTION

A. Evaluation Committee

Selected personnel from the Authority will form the evaluation committee for this RFP/Q. It will be the responsibility of this committee to evaluate all properly prepared and submitted Proposals and make a recommendation for award.

B. Evaluation and Selection Criteria

All properly prepared and submitted Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom an Agreement may be signed. Evaluation of the Proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the Scope of Work as outlined in Section 2. Responses to this RFP/Q will be evaluated according to the following criteria:

- Qualifications
- Relevant Experience
- Scope of Services/Completeness of Response to RFP/Q
- Cost Proposal
- Location of Field Personnel
- Value-Added Services/Benefits

C. Oral Presentation

At the evaluation committee's option, Proposers who submit a Proposal may also be required to make an oral presentation and interview with the evaluation committee. These presentations will provide an opportunity for the Proposer to clarify their proposal to ensure a thorough mutual understanding. At the same time, the Authority is under no obligation to offer any Proposer the opportunity to make such a presentation.

SECTION 4 – GENERAL INFORMATION FOR THE PROPOSER

4.1 RESERVATION OF RIGHTS

The Authority reserves the right to refuse any and all submittals in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Authority. The Authority is not committed, by virtue of this RFP/Q, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer(s) selected will be chosen on the basis of greatest benefit to the Authority.
- Negotiate an Agreement with the selected Proposer(s).

4.2 INVESTIGATIONS

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

4.3 INCURRING COSTS

The Authority is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.4 MATERIAL SUBMITTED

All right, title and interest in the material submitted by the Proposer shall vest in the Authority upon submission to the Authority without any obligation or liability by the Authority to the Proposer. The Authority has the right to use any or all ideas presented by a proposer.

The Authority reserves the right to ownership, without limitation, of all materials submitted. However, because the Authority could be required to disclose documents received under the New York Freedom of Information Law, the Authority will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any confidential information.

4.5 PROCUREMENT POLICY

Pursuant to State Finance Law §139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the Procurement Process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officer(s) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

The Authority's Procurement Officer for this Governmental Procurement, as of the date hereof, is identified herein. The Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law §139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

Exhibit A

OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J & 139-

OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J & 139-K

Date _____

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name & Title of Person Submitting this Form:

1.	Has any Governmental Entity made a finding of non-responsibility regarding the individual
	or entity seeking to enter into the Procurement Contract in the previous four years?

Check One: 🛛 Yes 🖓 No

If YES, answer Questions below. If NO, skip to Question 2.

1a. Was the basis for the finding of non-responsibility due to a violation of State Financial Law §139-j?

Check One: 🛛 Yes 🖓 No

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Check One: 🛛 Yes 🖓 No

1c. If you answered YES to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity:	
Date of Finding of Non-Responsibility:	
Basis of Finding of Non-Responsibility:	

(Add additional pages as necessary.)

2. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information:

Check One: 🛛 Yes 🖓 No

2a. If you answered YES to the above question, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy, and Conflict of Interest Policy as required by State Finance Law §139-j(3) and §139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law §139-j and §139-k is complete, true, and accurate.

By:	Date:
(Signature of Person Certifying)	
Print Name:	
Print Title:	
Bidder/Offerer Name:	
(Company Name)	
Bidder/Offerer Address:	
Bidderer/Offerer Phone Number:	E-mail:

Exhibit B

PROPOSER'S COST PROPOSAL

COMPLETE USING ACCOMPANYING EXCEL SPREADSHEET

Monroe County Water Authority RFP/Q

Lenel Software Upgrade and Support (SUSP), Value Add Reseller of Record, & Lenel Systems Service Calls October 2023

This form should not be altered or changed Proposers must submit a quote for each line item

Proposer's Cost Proposal (Exhibit B)

Group 1			Initial 3-year Term													Optional Renewal Term					Optional Renewal Term				
		1/1/2024-12/31/2024				1/1/2025-12/31/2025					1/1/2026-12/31/2026				1/1/2027-12/31/2027				1/1/2028-12/31/2028						
	<u>Qty</u>	Uni	t Price	<u>To</u>	tal	<u>U</u>	nit Price	1	otal	Un	it Price		Total	Ur	hit Price	1	Total	Un	it Price		Total				
SUSP Agreement (Annual Fee) Annual fee paid at the start of each year Includes four (4) hours for OnGuard Hot Fixes	1	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
SUSP Related Service Calls (Annual Fee) Annual fee paid at the start of each year	1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
Health Checks (Monthly Fee) Fee paid following the completion of each health check Includes health checks for up to 145 digital video cameras	12	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
Annual Software Update (Annual Fee) Fee paid following the completion of software update One (1) major version release per year	1	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$		\$		\$	-				
Total				\$	-			\$				\$				\$	-			\$	-				
Lenel OnGuard Software - Off Versions/Builds Hourly service rate for install Off version/Build available at no cost		\$	-	/ hour		\$	-	/ hour		\$	-	/ hou	ır	\$	-	/ hour		\$		/ hou	ır				
OnGuard Hot Fixes First four (4) hours included in SUSP Agreement		\$	-	/ hour		\$	-	/ hour		\$	-	/ hou	r	\$	-	/ hour		\$	-	/ hoi	ır				
Additional Client Workstation Software Upgrade First 9 included in SUSP Agreement		\$	-	/ each		\$	-	/ each		\$	-	/ eac	h	\$	-	/ each		\$	-	/ ead	h				
New Client Workstations/Devices Connection of new workstations/devices to security system		\$	-	/ each		\$	-	/ each		\$	-	/ eac	h	\$	-	/ each		\$	-	/ ead	h				
Heath Checks (Monthly) - additional cameras First 145 camers included in Agreement		\$	-	/ each		\$		/ each		\$	-	/ eac	h	\$	-	/ each		\$	-	/ ead	h				
Group 2																									
Non-SUSP Related Service Calls (Annual Fee) Annual fee paid at the start of each year As needed basis for all components of Lenel Security Systems	1	\$	-	/ Annua	l Fee	\$	-	/ Annı	ual Fee	\$		/ Anr	ual Fee	\$		/ Anni	ual Fee	\$		/ Ani	nual Fee				
Equipment Protection Assistance for Planned Power Shutdow	vns	\$	-	/ hour		\$	-	/ hour		\$	-	/ hou	ır	\$	-	/ hour		\$		/ hou	ır				
Replacement Parts (Group 1 & 2)							if a replace asing Guid												rchase.						