

**E-111-16****Contract Details**SERVICE Security ServicesNIFS ID #: CLPD16-000004 NIFS Entry Date: 4.12.16 Term: from 12/01/2013 to 11/30/2017

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor	
Name American Security Technologies, Inc. d/b/a Life Button 24	Vendor ID# <b>11-2850362</b>
Address 1 Commercial Avenue Garden City, New York 11530	Contact Person Kenneth Mara
	Phone (516) 294-6434

County Department
Department Contact Lt. Kenneth Strigaro
Address 1490 Franklin Avenue Mineola, NY 11501
Phone (516) 573-7400

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	<i>NIFS Entry (Dept)</i> <i>NIFS Appvl (Dept. Head)</i> <i>Contractor Registered</i>	<u>4.12.16</u>	<i>[Signature]</i>	
<u>4/18/16</u>	OMB	<i>NIFS Approval (Contractor Registered)</i>	<u>4/18/16</u>	<i>William Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>4/19/16</u>	County Attorney	<i>CA RE &amp; Insurance Verification</i>	<u>4/19/16</u>	<i>[Signature]</i>	
<u>4/19/16</u>	County Attorney	<i>CA Approval as to form</i>	<u>4/20/16</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	<i>Fw'd Original Contract to CA</i>			
	County Attorney	<i>NIFS Approval</i>			
	Comptroller	<i>NIFS Approval</i>			
<u>4/21/16</u>	County Executive	<i>Notarization</i> <i>Filed with Clerk of the Leg.</i>	<u>4/21/16</u>	<i>[Signature]</i>	

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
MAY 3 2016 1:52



## Contract Summary

<b>Description:</b> Contract for Security Services for the Nassau County Police Department.
<b>Purpose:</b> To provide the Nassau County Police Department cellular based GPS tracking units for personal use. These tracking units will allow the user the ability with the push of a single button, to notify the police Department via its 911 call center, of threat to life situations or other serious police emergencies for immediate police response.
<b>Method of Procurement:</b> The County put out an RFP on May 28, 2013 resulting in three vendors submitting sealed bids by August 7, 2013. The bids were opened and evaluated. All three vendors were invited to present their proposal to the evaluation committee and provide a device for testing.
<b>Procurement History:</b> After evaluation of each proposal and testing of the tracking unit, World Wide Security Group was chosen to be the vendor.
<b>Description of General Provisions:</b> The tracking devices will enable the Department to locate and communicate in real time with persons of concern, dignitaries, as well as high risk individuals upon activation of the devices any where they may go. The tracking units will work in conjunction with monitoring software that will allow police personnel the ability to easily locate the unit's location and continuously update its position until the situation is rectified.
<b>Impact on Funding / Price Analysis:</b> None. This amendment purpose is to revise the scope of services, revise the fee schedule and exercise a renewal option.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DF552
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DF552	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: D/Sgt. Tara Comiskey

Date: 4/19/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name	Name	Date: 4/28/16
Date	Date	(For Office Use Only)
		E #:

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** American Security Technologies, Inc. d/b/a  
Life Button 24

**CONTRACTOR ADDRESS:** 1 Commercial Avenue Garden City, NY 11530

**FEDERAL TAX ID #:** 11-2850362

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on March 25, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on October 11, 2012. Potential proposers were made aware of the availability of the RFP by Newsday. 5 of potential proposers requested copies of the RFP. Proposals were due on August 7, 2013. 3 proposals were received and evaluated. The evaluation committee consisted of: D/Sgt. Devin Ross, Lt. Kenneth Strigaro, Sgt. Chris Barricelle . The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**Instructions with respect to Sections VII, VIII and IX:** All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

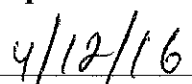
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Nassau County



Police Department

EDWARD P. MANGANO  
COUNTY EXECUTIVE

1490 Franklin Avenue  
Mineola, New York 11501  
(516) 573-7000

THOMAS C. KRUMPTER  
ACTING COMMISSIONER

**Contractor Evaluation Form**

Contract Number: CQ PD13-000017

Contract Name: American Security Technologies

Service Provided: Tracking Units w/ single button notification to NCPD 911

Evaluation Period: From: \_\_\_\_\_ To: \_\_\_\_\_

Evaluator's Name, Title, Phone #: D/LT Ken Strigaro (516) 573-7500

Date: 4/12/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO JOANNE OWEIS, LEGAL BUREAU 573-7210

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				/	
b. Timeliness of Service				/	
c. Cost Effectiveness			/		
d. Responsiveness to NCPD Requests				/	/
e. Number of Complaints				/	
f. Problem Resolution				/	
Overall Performance Evaluation				/	

Do you recommend the contractor for future contracts? ☒ Yes ☐ No

If rated 3 or lower & Yes checked, please explain below:

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## Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Vendor: American Security Technologies Inc.  
DBA - Lifebutton 24

Signed: [REDACTED]

Print Name: Kenneth F. MARA,

Title: President



UNIQUE ID NUMBER



State of New York  
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control  
No.



PURSUANT TO THE PROVISIONS OF ARTICLE 60 OF THE  
GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS  
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS

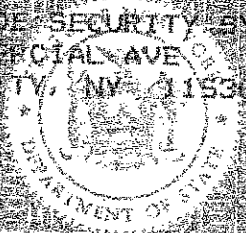
EFFECTIVE DATE

MO DAY YR  
06 07 15

EXPIRATION DATE

MO DAY YR  
06 08 17

WORLD WIDE SECURITY SYSTEMS  
ONE COMMERCIAL AVE  
GARDEN CITY, NY 11530



HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS  
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS

QUALIFIER MARA KENNETH F

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed

CESAR A. PERALES  
SECRETARY OF STATE

## American Security Technologies, Inc / Life Button 24

Protecting the important things in life since 1984, AST/LB24 continues to embrace the changing needs of its customers in Nassau and Suffolk counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our company is a well-known leading provider of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. AST/LB24 was nationally ranked as one of the Top 100 security companies in the U.S. by Security Dealers Magazine, with trained personnel who are available 24 hours a day, 7 days a week, and 365 days a year.

### Kenneth F. Mara, CEO & President

Ken formed the Company in 1984 and has served as its CEO and President for more than 30 years. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the company, his wife Patricia, handles the administration side. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years.

### Joseph Ingegno, Senior Vice President

Joe co-founded the company with Ken Mara and has over 32 years' experience in the security industry. As Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as how to Reduce False Alarms and How to choose the Right Alarm Company for your Home or Business. He is also knowledgeable in the latest technology in access control; home theatre and multi-room audio. Joe has conducted numerous seminars on training alarm technician in all low voltage applications.

### Mark Simson, Chief Financial Officer

Serving as CFO for AST/Life Button 24, Mark is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Mark oversees the execution of all operations and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. In addition to other accomplishments, Mark was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.



# NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is:  
(CHECK ONE)

☐ New  
☐ Change

**INSTRUCTIONS:** Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

**Mail to:** Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501  
**Or Fax to:** (516) 571-2533 or email to [comptrollerclaims@nassaucountyny.gov](mailto:comptrollerclaims@nassaucountyny.gov)

## Section I – Vendor Information

1. Federal ID No. or Social Security No.

112850362

2. Vendor Name: American Security Technologies, Inc dba LifeButton24

3. Vendor Remittance Address: One Commercial Avenue, Garden City, New York 11530

4. Vendor Contact Person: Patricia Mara

5. Vendor Contact Telephone No.: 855-568-9111

6. Vendor E-Mail Address: pmara@gcalarm.com

7. Please answer the four questions below. Unanswered questions will delay payment.

A. The vendor/payee ID number provided above is:

Federal ID# ☒ Social Security #

B. Is vendor/payee incorporated:

Yes ☒ No

C. Is a medical or legal service ever provided by vendor:

Yes ☐ No ☒

D. Is vendor/payee an employee of Nassau County:

Yes ☐ No ☒

## Section II- Financial Institution Information-

Complete this section only if you would like to be paid electronically

8. Routing Transit Number:

(Located at the bottom of your check)

9. Bank Account Number:

10. Account Name (Your name on the account):

11. Bank Name:

Check here ☐ if you wish to be removed from electronic payments and would like to receive paper checks.

**12. Vendor Certification:** Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge. **Certification Instructions-** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature

Print Name/Title

Date

WORLDWIDE/TELESTAT/GC ALARM/ VISION - OPERATING ACCOUNT

SUPERIOR PRESS (888) 590-7998 JB 3244349

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

WORLDWIDE/TELESTAT/GC ALARM/ VISION  
ONE COMMERCIAL AVENUE  
GARDEN CITY, NY 11530  
516-294-6434



Wells Fargo Bank, N.A.

PAY  
TO THE  
ORDER  
OF:

VOID

DATE

AMOUNT

OPERATING ACCOUNT

AUTHORIZED SIGNATURE

## Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Shelter Rock STRATEGIES

300 Garden City Plaza

Garden City, NY, 11530

516-294-4000

MARC ALESSI, RICHARD MARSH

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Yes - registered in Nassau County, NY

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

American Security Technologies, Inc

DBA - Lifebutton 24

1 Commercial Ave.

Garden City NY 11530

516-855-566-9111

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

MARC Alessi & Richard MARSH made introductions and attended meetings on behalf of American Security Technologies, DBA Lifebutton 24 with Nassau County.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County - all departments  
Nassau County Police Department

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Signed:

Print Name:

Title:



Kenneth F. Mara

President



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kenneth F. MAPA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 1 Commercial Ave. Garden City NY  
City/state/zip Garden City NY 11530  
Telephone 516-855-566-9111  
Other present address(es) (NONE)  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)

President 9/8/84 Treasurer 1/1/  
Chairman of Board 1/1/ Shareholder 1/1/  
Chief Exec. Officer 1/1/ Secretary 1/1/  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 1/1/ 1/1/  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. I own 100% of business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details.

OWNER OF: GC ALARM, INC.  
Vision Monitoring Services, INC  
World Wide Security  
TeleSTAT Security  
RAINBOW Protection  
DATA SECURITY

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) *NO*
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April 2016

  
\_\_\_\_\_  
Notary Public

**THERESA L. THAR**  
Notary Public - State of New York  
**No. 4746378**  
Qualified in Nassau County  
My Commission Expires December 31, 2017

American Security Technologies, INC -  
DBA - Lifebutton 24  
\_\_\_\_\_  
Name of submitting business

Kenneth F. MARA  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

4 1 4 1 1 6  
\_\_\_\_\_  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-4-16

- 1) Proposer's Legal Name: American Security Technologies, Inc  
2) Address of Place of Business: One Commercial Ave, Garden City, NY 11530

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 855-566-9111

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2850362

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☒ No ☐ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No ☒; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists.


b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No conflicts exists.



- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 9-8-1984
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See below Ken Mara
- iii) Name, address and position of all officers and directors of the company; - See resume attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 20
- vi) Annual revenue of firm; 2015 
- vii) Summary of relevant accomplishments see attached
- viii) Copies of all state and local licenses and permits. see attached

- B. Indicate number of years in business. 32 years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company East Williston U.F. SD.  
Contact Person Nicholas Fusco  
Address 11 Bacon Road  
City/State East Williston, NY 11568  
Telephone 516-333-2559  
Fax # 516-333-1937  
E-Mail Address fusco@ewsdonline.org

Kenneth F. Mara  


Company GTX Corporation  
Contact Person Andrew Duncan  
Address 117 West 9th Street  
City/State Los Angeles, CA 90015  
Telephone 213 - 489 - 3019  
Fax # \_\_\_\_\_  
E-Mail Address aduncan@gtxcorp.com

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Company Urban Resource Institute  
Contact Person Richard Kerr  
Address 75 Broad Street, Ste 505  
City/State NY, NY 10004  
Telephone 212 - 203 - 4862  
Fax # 646 - 588 - 0033  
E-Mail Address rkerr@urinyc.org

**CERTIFICATION**

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I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4<sup>th</sup> day of April

2016

Notary Public

**THERESA L. THAR**  
Notary Public - State of New York  
**No. 4746378**

Qualified in Nassau County  
My Commission Expires December 31, 2017

Name of submitting business: American Security Technologies, inc.

By: Kenneth F. MARA  
Print name

[Redacted Signature]  
Signature

President  
Title

4, 4, 16  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: American Security Technologies, Inc

Address: One Commercial Ave, Suite 200

City, State and Zip Code: Garden City, N.Y. 11530

2. Entity's Vendor Identification Number: 11-2850362

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Kenneth F. MARA, PRESIDENT

[REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Kenneth F. MARA

[REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Shelter Rock Strategies, LLC  
300 Garden City Plaza, 5<sup>th</sup> Floor  
Garden City, New York 11530  
516-294-4000  
Marc Alessi, Richard Marsh

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Richard Marsh and Marc Alessi  
both assisted with introductions  
and attended meetings.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, Suffolk County  
NYS Joint Commission of Political Ethics  
U.S. Senate  
U.S. House of Representatives

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/4/16

Signed:

Print Name:

Kenneth F. MAA

Title:

President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND  
AMERICAN SECURITY TECHNOLOGIES, INC D/B/A LIFE  
BUTTON 24

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Securities Technologies, Inc. d/b/a Life Button 24, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with American Securities Technologies, Inc. d/b/a Life Button 24.



## CONTRACT FOR SERVICES

AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), made as of the date this Amendment is last executed by the parties hereto, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) American Security Technologies, Inc. d/b/a Life Button 24 (formerly World Wide Security Group), a New York corporation, having its principal office at One Commercial Avenue, Garden City, NY 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD13-000017 between the County and the Contractor, executed on behalf of the County on March 25, 2014 (the "Original Agreement"), the Contractor is a provider of tracking units and related services more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2013 and terminate on November 30, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, with the option to renew under the same terms and conditions for one (1) additional one (1) year period; and

WHEREAS, the Department is desirous of amending the number of tracking units and related items to be provided to the County and exercising it's renewal option for a one year period from December 1, 2016 through November 30, 2017; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:


1. Term. The Original Agreement shall be extended for a one year period from December 1, 2016 through November 30, 2017, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be November 30, 2017.
2. Services. Paragraph 2 of the Original Agreement and the Appendix A annexed thereto are amended to reflect the following revised scope of services which has been provided in its entirety in the Appendix C annexed hereto.
3. Payment. Paragraph 3(a) of the Original Agreement and the Appendix B annexed thereto are amended to reflect the following revised fee schedule which has been provided in its entirety in the Appendix D annexed hereto.

4. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

AMERICAN SECURITY TECHNOLOGIES, INC.  
d/b/a Life Button 24

By:   
Name: Kenneth F. Mara  
Title: President  
Date: 3-17-16

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of March in the year 2016 before me personally came Kenneth F. Mara to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of American Security Technology the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[REDACTED]  
NOTARY PUBLIC

**THERESA L. THAR**  
Notary Public - State of New York  
**No. 4746378**  
Qualified in Nassau County  
My Commission Expires December 31, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

# Appendix C

## **Life Button 24**



February 25, 2016

# 1 SCOPE OF SERVICES

This document has been created and is being submitted as a response to RFP# PD0521-1324. The basis of the RFP is to provide tracking units which provide the user with the ability to press a single button on a mobile device that will notify the police department via its 911 call center of threat to life situations or other serious police emergencies for immediate police response.

Our response to this bid is to furnish our MPERS device that is called Life Button 24. This device is a battery powered device with an operational battery life of up to 100 hours between charging cycles, a local and remote low battery indicator alert as well as power management capabilities. This battery life will fluctuate depending upon the programming options selected.

The device is water resistant, has a rugged casing that allows the unit to withstand ordinary wear and tear and allows it to be protected against environmental variables.

We are proposing to furnish 500 devices in total. . Service will be active upon delivery of devices.

Prior to delivery each of the buttons will be programmed with a MDN (Mobile Device Number), Device identification and additional parameters as defined by NCPD.

One hundred percent of the buttons will be tested for connectivity, data transmission, and voice (to a number other than emergency communications so as not to interfere with 911 operations).

The units will be delivered in manufacturers packaging and marked with the unit identification on the outside of the box.

A report will be created and provided to NCPD that details the successful testing of all buttons.

The unit has one single button that when pressed will transmit and communicate remotely. As an additional measure to ensure limited false alarm probability, the time that the pressing of the button will enable an alarm condition to transmit is programmable between 1 and 5 seconds, and the default is 4 seconds. Accidental, momentary pressing of the button will not send a signal, which significantly reduces false alarms.

The unit will transmit Voice and GPS data simultaneously during an activation or event trigger to a central receiving location, monitoring station and/or server for remote viewing/monitoring.

This device will also be able to triangulate the position of the device by use of cellular infrastructure when adequate GPS coverage is unavailable.

The interface for the Departments Intergraph computer using CAD Ver. 8.0 will be programmed as well, upon provision of protocol provided by client.

All devices that are in the field will be able to be monitored remotely via web browser and/or server/client based architecture. Integration will be possible via smart phones as well at an additional cost described on the following page.

The software interface provided will enable a continuous display and real time update of the location of the device automatically and show previous location points on the same screen.

25 micro cell extender units will be provided and deployed when necessary and utilize local wifi connectivity for locations where cell coverage is existent but not adequate for reliable operation of the system. Pricing for additional units has been furnished on the following page.

All hardware and software will be provided for onsite operation, maintenance and testing of the system including but not limited to charging cables, programming cables and software.

Cellular coverage maps will be provided for Nassau, Suffolk and the five boroughs of New York City, clearly indicating where cellular service is at or below usable levels.

We will provide 24 hour a day seven day a week 365 day a year availability to customer support staff to support technical issues.

The system provided will be under warranty for two (2) years from the date of acceptance of a fully functioning system by the Department. Extended warranty options are being offered. Terms and conditions defined later in this document.

The term of this contract is a three (3) year period: with the option to renew for an additional one (1) year period, for a possible total term of four (4) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the County.

#### **Description of Additional Equipment and Services**

**Cell Extenders-** Pricing has been furnished to install 25 Cell extenders as part of this proposal. The cost illustrated includes labor during regular business hours to furnish, mount and install the Extenders as well as run cable to the antenna that will need to be mounted outside of the building. There will likely need to be multiple Extenders at each building depending on Cellular Signal in the building and its various locations.

**Custom Programming and Interface to CAD 8.0-** The cost reflected includes the necessary man hours to ensure that the CAD 8.0 system will be able to integrate efficiently into the Universal Monitoring Platform (UMP) used by our company. The process of custom programming will include the creation of a database to be located on a server (Provider of server TBD) at the Westbury Communications Facility. This Database will consist of Device Identification, Device MDN, Assigned User Information (Includes reason for deployment), Browser Based Interface for device deployment and HTTP interface to CAD 8.0.

Additional programming will exist that will incorporate the integration of CAD 8.0 into our Universal Monitoring Platform to enable tracking and control of devices. The cost provided includes only the cost for LIFE BUTTON 24 to perform custom programming, additional costs may be incurred for CAD 8.0 Vendor.

**Monthly Cellular and Service Charges-** Included in the monthly cost per button is the cost for the cellular usage to transmit data, as well as the cost of a monthly license fee for our UMP. This license fee enables remote access to button data including Button Identification, User name and Reason for Deployment, Historical data, interface to Mobil App, as well as enables the ability to have multiple concurrent users access the system. This monthly cost includes costs that are due to the discovery during research and development of integration with CAD 8.0, that the CAD system is not able to integrate mapping data or real time data updates.

**Concurrent User Interface to our Universal Monitoring Platform (UMP)-** The fee represented is based on the need for up to 50 concurrent users from different departments, municipalities and locations to be able to be accessing the data, on demand that is pushed by the devices being proposed. We are providing the first 2 Concurrent User Seats at no charge, additional seats are priced accordingly as listed on the following page.

#### **Universal Monitoring Platform, GPS mapping & Database Management**

In the event that the client desires, we are proposing to furnish and install a Universal Monitoring Platform (UMP) to be hosted at the NCPD facility on client provided hardware. The installation cost to

provide this solution will be **\$20,000**. Monthly costs as previously listed will not be affected. The initial associated programming fees are included as per the price listed above as part of the per button cost.

Changes made from the original programming configuration can and will be conducted at an hourly rate as per the programming rate listed. We will obtain on the behalf of the Nassau County/NCPD a perpetual license for the software to operate the system. Usage charges are already included in monthly device pricing for each button and the location of the UMP hosting does not affect monthly pricing.

#### **Charges for requested Programming/Maintenance and Service (Post Installation)**

The hourly rate for any Database/Software Maintenance, Programming or onsite service outside of the scope of those services as included in this Bid will be as follows:

Onsite installation Maintenance and Service (Service of Cell Extenders or other physical hardware provided by LIFE BUTTON 24) and Programming, not to exceed \$18,000 per year with a total of 120 hours allocated for programming and 120 hours allocated for Onsite Maintenance and service respectively.

#### **Proposed Cost Breakdown**

The costs of the equipment as detailed in the proposal in Appendix B are as follows:

Life Button 24| Quantity 500| Cost... \$ 126.89 each

Life Button Additional Quantities | \$126.89 each

Costs reflected for Life Button 24 are inclusive of labor to receive, program, test and deliver each button.

Cell Extenders (Wilson 801245 or equal) | Quantity 25| Cost \$1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Cell Extenders| Additional Quantities |Cost \$1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Custom Programming to interface to CAD 8.0 and provide Web Provision Portal for device activation| \$12,500.

#### **Monthly Charges**

Monthly Cellular & Service Charges ...\$13.75

Concurrent user Interface to our Universal Monitoring Platform (UMP)| \$75 per month per seat, Estimated 50 Concurrent Users, First 2 Concurrent Users at no charge.

Mobil IOS/DROID App User Interface \$3 per month per User

#### **Hardware Warranty:**

##### **Life Button24 Freedom**

All buttons that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Ordinary wear and tear of the exterior case of the button that does not impair functionality will not be covered under warranty or be deemed as a necessary reason for replacement. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer



make and model. Consumables such as lanyards or other apparatus that are affixed to the button are not part of this warranty.

#### **Servers, Desktops, Workstations, and Computer where Database resides**

All of these devices are to be furnished by the client and LIFE BUTTON 24 assumes no responsibility or liability for performance, hardware maintenance or backup of said devices.

#### **Cellular Extenders**

All cellular extenders that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, vandalism, electric surges, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model.

#### **Custom Database and UMP Terms of Service and Support**

Upon notification to LIFE BUTTON 24 by client in accordance with the provisions of this paragraph of any Fault in the Database/Software LIFE BUTTON 24 shall promptly investigate the reported Fault and thereafter shall use its commercially reasonable efforts to provide Error Correction services to client. With respect to each request for Services, Client shall provide LIFE BUTTON 24 with descriptions of any Software problems in order to facilitate the repair or correction of the Database/Software and shall cooperate with LIFE BUTTON 24 in the requested repair or correction. If LIFE BUTTON 24, in its reasonable determination, has been able to adequately correct the Fault by modifying the current Database/Software, LIFE BUTTON 24 shall, upon such correction being completed, deliver to the client a modified version of the repaired Database/Software in machine readable form and shall provide to the client the reasonable assistance necessary to enable the client to implement the use of such modified Database/Software.

Additional Service Fees at a rate of \$150 per hour may be charged to client for Error Correction

Services provided at client's request or for Faults resulting, in whole or in part, from any one or more of the following: Any failure, error or defect in the Database/Software resulting from a client provided hardware malfunction of the Supported System. Any modification of any portion of the Database/Software if such modification is made, in whole or in part, by client or any person other than LIFE BUTTON 24 Database/Software Administrator.

LIFE BUTTON 24 shall use commercially reasonable efforts to provide technical and operational support to the client in the use and operation of the Database/Software during Business Hours via remote access to the Database/Software. All requests by client for the provision of Services shall be made via email or facsimile. Service Related Obligations of client. Client acknowledges and agrees that the level of support that LIFE BUTTON 24 can provide is dependent upon the client's cooperation and the quantity of information that client can provide and access to the Database/Software.

Client shall cooperate with and provide reasonable assistance to LIFE BUTTON 24's personnel in the diagnosis and correction of any Fault. Ensure that the Database/Software is used in accordance with the terms of this Agreement and any instructions provided by LIFE BUTTON 24. Ensure that the client's operating staff is adequately trained in the use of the Database/Software to the extent that use is necessary. Not make any alteration, addition or modification to the Database/Software in any way nor combine the Database/Software with any other computer program to form a combined work. Take all reasonable precautions to ensure the health and safety of LIFE BUTTON 24's employees while they are at client's Site. Notify LIFE BUTTON 24 immediately upon the occurrence of a Fault and promptly provide LIFE BUTTON 24 with adequate documentation of the notified Fault. Permit LIFE BUTTON 24 and its employees and agents to have such access to client's premises, Supported System, Database/Software and personnel as LIFE BUTTON 24 may reasonably require to carry out its obligations under this

Agreement; and make available to LIFE BUTTON 24 free of charge all information, facilities and services reasonably required by LIFE BUTTON 24 to enable LIFE BUTTON 24 to provide the Services. LIFE BUTTON 24 makes no guarantee that it will be able to correct any and all Faults, but endeavors only to use commercially reasonable efforts to correct such Faults. The terms as detailed in the paragraphs in this section will also apply in the event that correction is necessary for the CAD 8.0 interface.

**Intellectual Property:** The client may not and agrees that they shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated into the service or otherwise modify any devices or software required to use the service.

**Service Interruptions:** Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Service might also not be available in certain places. We are not responsible for any interruptions of the Service.

Software will include the following functions:

#### **UMP and Database Capabilities**

- Inventory capability (e.g. who assigned to( school, victim), who assigned it, what case #, when, where is primary location, and why (circumstances), Subject/Defendant, additional info (violence, threat, vehicle, etc.), for each unit)
- Automatic notifications and or emails (configurable) for the following: low battery, off network for 24 or 48 hrs.
- The ability to remotely deactivate the button
- Dashboard that will quickly identify active functioning units for units that are not working by running a report through the UMP, and/or could be created as part of the custom programming for the database.
- Ping capability for testing purposes will be enabled as part of the custom database programming.
- 911/CAD-Sequel database containing button id, who is assigned to, address, call type, call sub-type, subject, etc.

**Appendix D**  
(Intentionally left blank - to be inserted)

**Appendix D  
Payment Schedule and Fees**

<b>Item</b>	<b>QTY.</b>	<b>Cost</b>	<b>Extended</b>
Life Button 24	300	\$126.89	\$38,067.00
Life Button 24	200	\$126.89	\$25,378.00
Cell Extenders	25	\$1,250.00	\$31,250.00
Custom Programming	1	\$12,500.00	\$12,500.00
Universal Monitoring Platform 1		\$20,000.00	<u>\$20,000.00</u>
<b>Total Expense</b>			<b>\$127,195.00</b>

Additional Cell Extenders Each \$1,250.00 includes labor

**Monthly Costs**

<b>Item</b>	<b>QTY.</b>	<b>Cost</b>	<b>Extended</b>	<b>(12 months)</b>
Monthly Cellular and Service Charge	300	\$13.75	\$4,125.00	\$49,500.00
Monthly Cellular and Service Charge	200	\$13.75	\$2,750.00	\$33,000.00
Concurrent User Seats*	25	\$75.00	\$1,725.00	\$20,700.00
Concurrent User Seats	25	\$75.00	<u>\$1,875.00</u>	<u>\$22,500.00</u>
<b>Total Monthly Expense</b>			<b>\$10,475.00</b>	<b>\$125,700.00</b>

\*First 2 seats are included at no additional monthly charge

**Client agrees to pay LIFE BUTTON 24 for services and parts rendered based on the following schedule.**

1. Execution of Contract	15%	\$19,079.25
2. Delivery and Install of UMP, interface CAD and database-	15%	\$19,079.25
3. *Soft roll out and acceptance of programming-	20%	\$25,439.00
4. *Delivery of Buttons-	35%	\$44,518.25
5. Final Acceptance-Remaining	15%	<u>\$19,079.25</u>
<b>Total of payments</b>		<b>\$127,195.00</b>

Estimated associated monthly fees at Soft Roll out 30 Buttons X \$13.75\*\* \$412.50

Associated monthly fees at Delivery of Buttons # of Buttons X \$13.75\*\*

\* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.

\*\* Not inclusive of optional extended warranty fee below.

**Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by LIFE BUTTON 24) and Programming Not to exceed \$18,000 per year. To be billed upon occurrence Hourly at \$100 and/or \$150 per hour respectively.**

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

<b>Extended Warranty Option 300/200</b>	<b>\$3.50</b>	<b>\$1,750.00</b>
<b>Extended Warranty (Additional Buttons) 1</b>	<b>\$3.50</b>	

Contract ID#: COPD13-0000



Department: POLICE

E-30-14

## Contract Details

SERVICE Security Services

NIFS ID #: COPD13-0000

NIFS Entry Date: 1-10-14

Term: from 00/00/2013 to 00/00/2016

New	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>	
Time Extension	<input type="checkbox"/>	
Addl. Funds	<input type="checkbox"/>	
Blanket Resolution	<input type="checkbox"/>	
RES#		

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name American Security Technologies, d/b/a World Wide Security Group	Vendor ID# 11-2850362
Address 1 Commercial Avenue Garden City, New York 11530	Contact Person Kenneth Mara
	Phone (516) 294-6434

County Department
Department Contact Lt. Kenneth Strigaro
Address 1490 Franklin Avenue Mineola, NY 11501
Phone (516) 573-7400

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1-10-14	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	1/14/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/24/14	County Attorney	CA RE & Insurance Verification	1/24/14	[Signature]	
	County Attorney	CA Approval as to form	2/14/2014	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	1/24/14	[Signature]	
	County Attorney	NIFS Approval	2/11/2014	[Signature]	
	Comptroller	NIFS Approval	3/11/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	1/24/14	[Signature]	



## Contract Summary

**Description:** Contract for Security Services for the Nassau County Police Department.

**Purpose:**

To provide the Nassau County Police Department cellular based GPS tracking units for personal use. These tracking units will allow the user the ability with the push of a single button, to notify the police Department via its 911 call center, of threat to life situations or other serious police emergencies for immediate police response.

**Method of Procurement:** The County put out an RFP on May 28, 2013 resulting in three vendors submitting sealed bids by August 7, 2013. The bids were opened and evaluated. All three vendors were invited to present their proposal to the evaluation committee and provide a device for testing.

**Procurement History:** After evaluation of each proposal and testing of the tracking unit, American Security Technologies/World Wide Security Group was chosen to be the vendor.

**Description of General Provisions:** The tracking devices will enable the Department to locate and communicate in real time with persons of concern, dignitaries, as well as high risk individuals upon activation of the devices any where they may go. The tracking units will work in conjunction with monitoring software that will allow police personnel the ability to easily locate the unit's location and continuously update its position until the situation is rectified.

**Impact on Funding / Price Analysis:** not to exceed \$3,248,560 commencing December 1, 2013 and expiring on November 30, 2016. Initial encumbrance amount is \$500,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DF552
Transaction:	103

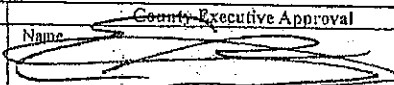
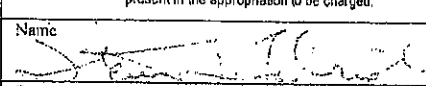
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 500,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 500,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DF552	\$ 500,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 500,00.00</b>

RENEWAL	
% Increase	
% Decrease	

- Document Prepared By: D/Sgt. Tara Comiskey

Date:

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name:  Date: 1/27/14 <i>(For Office Use Only)</i>	
Name: Michael J. Chen Date: 3/19/2014		Name:  Date: 3/19/14		E #:	

E:3014

RULES RESOLUTION NO 25-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY POLICE DEPARTMENT, AND AMERICAN SECURITY  
TECHNOLOGIES, INC. D/B/A WORLD WIDE SECURITY GROUP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-10-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with American Security Technologies, Inc. d/b/a World Wide Security  
Group to provide tracking units and related services, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with American Security Technologies, Inc. d/b/a World Wide Security  
Group.



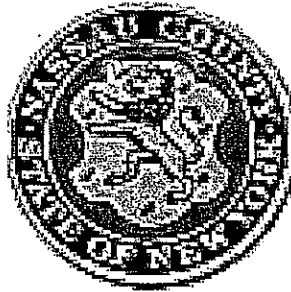
RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND AMERICAN SECURITY TECHNOLOGIES, INC. D/B/A WORLD WIDE SECURITY GROUP

WHEREAS, the County has negotiated a personal services agreement with American Security Technologies, Inc. d/b/a World Wide Security Group to provide tracking units and related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with American Security Technologies, Inc. d/b/a World Wide Security Group.

George Marogos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: American Security Technologies, Inc. d/b/a  
Worldwide Security Group

CONTRACTOR ADDRESS: 1 Commercial Avenue Garden City, NY 11530  
FEDERAL TAX ID #: 11-2850362

I. ( ) The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. (X) The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on October 11 2012

**Quarato, Michele T**

From: Strigaro, Kenneth <KStrigaro@PDCN.ORG>  
Sent: Tuesday, February 25, 2014 11:35 AM  
To: Quarato, Michele T  
Subject: RE: CQPD13000017 america Security Tech d/b/a World Wide Security group

Michele,

Here is the information you requested.

Vendors that responded to the bid are as follows:

- 1- Sprint
- 2- World Wide Security
- 3- Canvasback Enterprises LLC

The submittal ranking is as follows:

- 1- World Wide Security
- 2- Canvasback Enterprises LLC
- 3- Sprint

or:

( ) B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ( ) Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

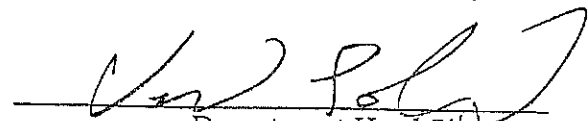
( ) A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum (see Staff Summary) describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

( ) B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

( ) C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

VI. ( ) This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

VII. ( ) This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

  
\_\_\_\_\_  
Department Head Signature  
  
1/13/14  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: 8/02

## GROUP MEMBERS

[World Wide Security](#)[GC Alarm](#)[Telestat Security](#)[Alert](#)[World Wide Med-](#)[Dart Security](#)[Rainbow Protection](#)[Vision Monitoring](#)

Security / Alarm Systems

CCTV / Surveillance

CCTV / Interactive Monitoring

Home Automation Systems

Home Theater / Audio

Access Control

Telephone Systems

Intercom Systems

Med-Alert

Monitoring Services

Fire Safety

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Protecting the important things in life since 1979, the World Wide Security Group continues to embrace the changing needs of its customers in Nassau and Suffolk Counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our member companies are well-known leading providers of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. Nationally ranked at being one of the Top 100 security companies in the U.S. by Security Dealers Magazine, we operate our own UL Listed Central Monitoring Station with trained personnel who are available 24 hours a day, 7 days a week, 365 days a year.

## MANAGEMENT TEAM

**Kenneth F. Mara****CEO & President**

Ken formed the Company in 1979, with kindergarten classmate Joe Ingegno, who has been Ken's partner for over 30 years. The business was started while Ken was attending Adelphi University where he later graduated with a business degree. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the Company, his partner Joe handles the operations. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years. An avid skier, Ken also enjoys tennis, golf and platform tennis.

**Joe Ingegno****Owner / Senior Vice President**

Joe co-founded the company with his partner Ken Mara and has over 32 years experience in the security industry. Presently as Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as How to Reduce False Alarms: and How to choose the Right Alarm Company for Your Home or Business. He is also knowledgeable in the latest technology in access control, home theater and multi-room audio. Joe enjoys being involved in the alarm industry and has conducted numerous seminars on training alarm technicians in all low voltage applications.

**Mark Simson****Chief Financial Officer**

Serving as CFO for World Wide Security, Simson is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Simson oversees the execution of all operational and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. Simson formerly served as vice president and chief financial officer at IVerify where he is credited with raising \$25 million in capital; he also served as Interim CEO of National Systems Integration. At Triax Capital Advisors, Simson was responsible for managing portfolio companies with measures to implement cost controls, internal business processes and weekly reporting requirements. Prior to this Simson was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.

Lou Martorello

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kenneth F. Mara

Business address One Commercial Ave.

City/state/zip Garden City NY 11530

Telephone 516-294-6434

Other present address(es) \_\_\_\_\_

City/state/zip \_\_\_\_\_

Telephone \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President     /    /1978 Treasurer     /    /    

Chairman of Board     /    /     Shareholder     /    /    

Chief Exec. Officer     /    /1978 Secretary     /    /    

Chief Financial Officer 05/    /2009 Partner     /    /    

Vice President     /    /1978     /    /    

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO X YES      If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

NO X YES      If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO      YES X; If Yes, provide details.)

Vision Monitoring Services Inc. Own the Central Monitoring Command Center here in Garden City.  
CLIENT: New York City Dept. of Human Resources 40 locations.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ☐ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire., but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ☐ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business

entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

#### CERTIFICATION

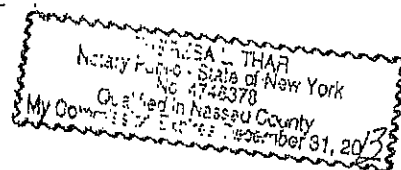
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. I, Kenneth F. Mara, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2013.

August 6, 2013

Notary Public

[Redacted Notary Signature]



Name of submitting business

World Wide Security

print name

Kenneth F. Mara

Signature

[Redacted Signature]

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 18, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) American Security Technologies, Inc. d/b/a World Wide Security Group, a New York corporation, having its principal office at One Commercial Avenue, Garden City, NY 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2013 and terminate on November 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided however, the County may renew this Agreement under the same terms and conditions for an additional one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing tracking units and related services as described in the attached Appendix A.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Million, Two Hundred and Forty-Eight Thousand, Five Hundred and Sixty Dollars (\$3,248,560.00) (the "Maximum Amount"), subject to encumbrances. Payment to be made in accordance with the payment schedule and fees outlined in Appendix B.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, except as provided in Appendix B, and shall be contingent upon (i) the



Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Equipment or Software; Additional Equipment. Contractor agrees that it shall only provide such equipment and programmed software as described in Appendix A solely to the County and/or to those entities identified by the County as "Critical Infrastructure" which may include, but is not limited to, schools or other educational facilities, houses of worship, shopping centers, hospitals or any other building or structure designated as such by the Nassau County Police Department. During the term of this Agreement, the Contractor also agrees that the County and/or entities identified by the County as "Critical Infrastructure" may purchase additional equipment as described and provided for in Appendix A under the same terms and pricing outlined in Appendix B. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement will govern the purchase and sale of the additional equipment.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit

the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement

shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents,

authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep s-ach Confidential Information secret.

(g) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services.

(h) The provisions of this Section shall survive the termination

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Acceptance.

(a) All deliverables must be accepted by the County. Contractor must substantially meet the acceptance criteria set forth in this Agreement and as described in Appendix A and B. All deliverables required by the Scope of Services detailed in Appendix A and scheduled and outlined in Appendix B may require completion and may be turned over to the County before the acceptance period will begin unless otherwise mutually agreed upon in writing by Contractor and County. Such deliverables may include, but not be limited to the following:

- i) Source code listing
- ii) Test results
- iii) Job control streams
- iv) Test data
- v) Specified Number of Copies of all Users Manuals.

Final payment due to the Contractor may be withheld until testing has been completed and the Contractor's work has been accepted by the County in writing upon completion of the testing. If a deliverable malfunctions during the acceptance period, the acceptance period may be extended for the length of time such deliverable was malfunctioning in order to ensure that such deliverable is functioning properly.

(b) "Acceptance" is defined as follows: Upon completion of any deliverable, Contractor shall provide a complete copy thereof to the County. At the County's request, Contractor shall demonstrate to the County the functionality or other compliance of the deliverable with the applicable specifications. The County shall be responsible for any additional review and testing of such deliverable. If the County, in its reasonable discretion, determines that any submitted deliverable does not substantially comply with the applicable specifications, the County shall have five (5) calendar days after Contractor's submission of the deliverable to give written notice thereof to Contractor. Contractor shall use reasonable efforts to cure any such deficiencies and shall resubmit the deliverable for review and testing as set forth above. If the County fails to reject any deliverable in writing within the five-day acceptance period and otherwise in accordance with this subsection, such deliverable shall be deemed accepted. In rejecting a deliverable or segment of work the County will provide written notice specifying the County's objections and deficiencies in the deliverable or segment of work in reasonable detail.

(c) Acceptance by County shall not in any way affect the County's rights under warranty and indemnity.

10. Warranty

(a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) Contractor warrants and represents that all products or deliverables specified in and furnished by or through Contractor under this Agreement substantially conform to the specifications set forth in the Scope of Services provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor, and that services will be provided in a workmanlike manner in accordance with industry standards.

(c) Contractor further warrants and represents that Products or deliverables specified and furnished by or through Contractor under the Scope of Services shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor. Defects in the products or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the County.

(d) Contractor shall extend the Product Warranty for individual product(s), or for the

system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Product Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Product Warranty period, Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Product Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect to a Scope of Services in accordance with the stated warranty term(s).

(h) The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible.

(i) Prior to bringing a claim under the warranty the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

(j) In addition to any and all remedies available at law and / or equity, the County shall be entitled to cumulative remedies for the breach of any warranties herein.

11. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County. In addition to the foregoing, the County shall be entitled to subrogate any and all claims to Contractor at County's sole discretion in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three (3) million dollars (\$3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation

of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Termination.

(a) Generally. This Agreement may be terminated: (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the



Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Intellectual Property Rights.

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any documents, data, designs, drawings, photographs and/or any other material provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall be the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

17. Right to Works.

(a) Assignment of Contract Works. Subject to and effective upon payment in full of all Contractor invoices for Services rendered hereunder subject to Section 3, Contractor shall assign to County all copyrights and trade secret rights in the deliverables.

(b) Contractor Property or Works. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(c) Third-Party Software. Nothing herein grants to County any license or other right to use any software products of Contractor or any third party not developed specifically for County hereunder. Such rights may be obtained only pursuant to separate written license agreements with Contractor or such third parties.

18. Works Made for Hire.

The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

19. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. In addition to the foregoing, the County shall have the right to subrogate any and all claims to the Contractor in any action for infringement

of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or, if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the respective SOW.

(c) The foregoing provisions shall not apply to any infringement caused by modification by the County of any tangible or intangible deliverables that is i) not contemplated by Contractor, ii) made without Contractor's approval, or 3) caused by the use of any deliverable with any adjunct device added by the County, unless such use was contemplated or consented to by the Contractor.

20. Compliance with Security and Confidentiality Requirements.

Contractor agrees to abide by all policies and procedures of the County and to comply with all reasonably non-invasive security requirements of the County particularly in its use of computer facilities. and shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the County; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or sub-contractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project. The County may impose security requirements depending on the nature of the individual projects initiated.

21. Defective Performance/Temporary Incapacity of Contractor.

During the contract period, should it become evident that the Contractor cannot meet the terms of the Agreement, or should the Contractor be substantially behind in meeting the work plan schedule for the project, or should Contractor suffer any temporary incapacity which renders it unable to resume work, and where the Contractor has been offered an opportunity to cure its default within a reasonable time as specified by the County, but not to exceed thirty (30) days, and the Contractor has failed to remedy such default, the County reserves the right to terminate or cancel the project/SOW in whole or in part immediately upon written notice to

the Contractor. Such action shall not give rise to any action on behalf of Contractor for loss of future profits or future remuneration of any kind.

22. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

23. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

24. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

25. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the

Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

26. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

27. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

29. Executory Clause. Notwithstanding any other provision of this Agreement:

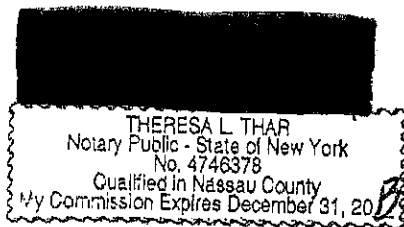
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all

County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

30. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.


IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.



AMERICAN SECURITY TECHNOLOGIES, INC.  
d/b/a World Wide Security Group

By:   
Name: Kenneth F. Moran  
Title: President & CEO  
Date: 12/18/13

NASSAU COUNTY

By:   
Name: Jim Sullivan  
Title: Deputy County Executive OF FINANCE  
Date: 3/25/14

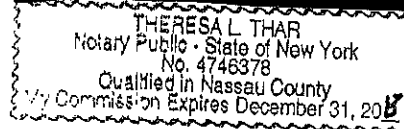
--- PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of December in the year 2013 before me personally came Kenneth Mann to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President of ASTOR World Wide Security, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25 day of March in the year 2014 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE0250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

**Appendix A**  
(Intentionally left blank - to be inserted)



# Response to RFP# PD0521-1324



**Life Button 24**

Title: Security Services- Cellular Based GPS Tracking Units

Attention:

Detective Sergeant Tara Comiskey

Legal Bureau

Nassau County Police Department

1490 Franklin Avenue

Mineola, New York 11501

December 16, 2013

## 1 SCOPE OF SERVICES

This document has been created and is being submitted as a response to RFP# PD0521-1324. The basis of the RFP is to provide tracking units which provide the user with the ability to press a single button on a mobile device that will notify the police department via its 911 call center of threat to life situations or other serious police emergencies for immediate police response.

Our response to this bid is to furnish our MPERS device that is called Life Button 24. This device is a battery powered device with an operational battery life of up to 100 hours between charging cycles, a local and remote low battery indicator alert as well as power management capabilities. This battery life will fluctuate depending upon the programming options selected.

The device is water resistant, has a rugged casing that allows the unit to withstand ordinary wear and tear and allows it to be protected against environmental variables.

We are proposing to initially furnish 2000 devices and understand that additional units will be furnished in the future. We have estimated that over the course of the ensuing 12 months a total of 4000 buttons will be purchased and activated. Service will be active upon delivery of devices.

Prior to delivery each of the buttons will be programmed with a MDN (Mobile Device Number), Device Identification and additional parameters as defined by NCPD.

One hundred percent of the buttons will be tested for connectivity, data transmission, and voice (to a number other than emergency communications so as not to interfere with 911 operations).

The units will be delivered in manufacturers packaging and marked with the unit identification on the outside of the box.

A report will be created and provided to NCPD that details the successful testing of all buttons.

The unit has one single button that when pressed will transmit and communicate remotely. As an additional measure to ensure limited false alarm probability, the time that the pressing of the button will enable an alarm condition to transmit is programmable between 1 and 5 seconds, and the default is 4 seconds. Accidental, momentary pressing of the button will not send a signal, which significantly reduces false alarms.

The unit will transmit Voice and GPS data simultaneously during an activation or event trigger to a central receiving location, monitoring station and/or server for remote viewing/monitoring.

This device will also be able to triangulate the position of the device by use of cellular infrastructure when adequate GPS coverage is unavailable.

The interface for the Departments Intergraph computer using CAD Ver. 8.0 will be programmed as well, upon provision of protocol provided by client.

All devices that are in the field will be able to be monitored remotely via web browser and/or server/client based architecture. Integration will be possible via smart phones as well at an additional cost described on the following page.

The software interface provided will enable a continuous display and real time update of the location of the device automatically and show previous location points on the same screen.

50 micro cell extender units will be provided and deployed when necessary and utilize local wifi connectivity for locations where cell coverage is existent but not adequate for reliable operation of the system. Pricing for additional units has been furnished on the following page.

All hardware and software will be provided for onsite operation, maintenance and testing of the system including but not limited to charging cables, programming cables and software.

Cellular coverage maps will be provided for Nassau, Suffolk and the five boroughs of New York City, clearly indicating where cellular service is at or below usable levels.

We will provide 24 hour a day seven day a week 365 day a year availability to customer support staff to support technical issues.

The system provided will be under warranty for two (2) years from the date of acceptance of a fully functioning system by the Department. Extended warranty options are being offered. Terms and conditions defined later in this document.

The term of this contract is a three (3) year period: with the option to renew for an additional one (1) year period, for a possible total term of four (4) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the County.

#### Description of Additional Equipment and Services

**Cell Extenders-** Pricing has been furnished to install 50 Cell extenders as part of this proposal. The cost illustrated includes labor during regular business hours to furnish, mount and install the Extenders as well as run cable to the antenna that will need to be mounted outside of the building. There will likely need to be multiple Extenders at each building depending on Cellular Signal in the building and its various locations.

**Custom Programming and Interface to CAD 8.0-** The cost reflected includes the necessary man hours to ensure that the CAD 8.0 system will be able to integrate efficiently into the Universal Monitoring Platform (UMP) used by our company. The process of custom programming will include the creation of a database to be located on a server (Provider of server TBD) at the Westbury Communications Facility. This Database will consist of Device Identification, Device MDN, Assigned User Information (includes reason for deployment), Browser Based Interface for device deployment and HTTP Interface to CAD 8.0.

Additional programming will exist that will incorporate the integration of CAD 8.0 into our Universal Monitoring Platform to enable tracking and control of devices. The cost provided includes only the cost for WWSG to perform custom programming, additional costs may be incurred for CAD 8.0 Vendor.

**Monthly Cellular and Service Charges-** Included in the monthly cost per button is the cost for the cellular usage to transmit data, as well as the cost of a monthly license fee for our UMP. This license fee enables remote access to button data including Button Identification, User name and Reason for Deployment, Historical data, Interface to Mobil App, as well as enables the ability to have multiple concurrent users access the system. This monthly cost includes costs that are due to the discovery during research and development of integration with CAD 8.0, that the CAD system is not able to integrate mapping data or real time data updates.

**Concurrent User Interface to our Universal Monitoring Platform (UMP)-** The fee represented is based on the need for up to 50 concurrent users from different departments, municipalities and locations to be able to be accessing the data, on demand that is pushed by the devices being proposed. We are providing the first 10 Concurrent User Seats at no charge, additional seats are priced accordingly as listed on the following page.

### Universal Monitoring Platform, GPS mapping & Database Management

In the event that the client desires, we are proposing to furnish and install a Universal Monitoring Platform (UMP) to be hosted at the NCPD facility on client provided hardware. The installation cost to provide this solution will be \$20,000. Monthly costs as previously listed will not be affected. The initial associated programming fees are included as per the price listed above as part of the per button cost.

Changes made from the original programming configuration can and will be conducted at an hourly rate as per the programming rate listed. We will obtain on the behalf of the Nassau County/NCPD a perpetual license for the software to operate the system. Usage charges are already included in monthly device pricing for each button and the location of the UMP hosting does not affect monthly pricing.

### Charges for requested Programming/Maintenance and Service (Post Installation)

The hourly rate for any Database/Software Maintenance, Programming or onsite service outside of the scope of those services as included in this Bid will be as follows:

Onsite installation Maintenance and Service (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming, not to exceed \$18,000 per year with a total of 120 hours allocated for programming and 120 hours allocated for Onsite Maintenance and service respectively.

### Proposed Cost Breakdown

The costs of the equipment as detailed in the proposal in Appendix B are as follows:

Life Button 24 | Quantity 4000 | Cost... \$ 126.89 each

Life Button Additional Quantities 1-2000 | \$126.89 each

Costs reflected for Life Button 24 are inclusive of labor to receive, program, test and deliver each button.

Cell Extenders (Wilson 801245 or equal) | Quantity 50 | Cost \$1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Cell Extenders | Additional Quantities | Cost \$1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Custom Programming to interface to CAD 8.0 and provide Web Provision Portal for device activation | \$12,500.

### Monthly Charges

Monthly Cellular & Service Charges ...\$13.75

Concurrent user Interface to our Universal Monitoring Platform (UMP) | \$75 per month per seat, Estimated 50 Concurrent Users, First 10 Concurrent Users at no charge.

Mobil IOS/DROID App User Interface \$3 per month per User

Payment Schedule and Fees

Item	QTY.	Cost	Extended
Life Button 24	4000	\$126.89	\$507,560.00
Cell Extenders	50	\$1,250.00	\$62,500.00
Custom Programming	1	\$12,500.00	\$12,500.00
Universal Monitoring Platform 1		\$20,000.00	<u>\$20,000.00</u>
Total Expense			\$602,560.00

Additional Cell Extenders Each \$1,250.00 Includes labor

Monthly Costs

Item	QTY.	Cost	Extended
Monthly Cellular and Service Charge	4000	\$13.75	\$55,000.00
Concurrent User Seats	50	\$75.00	<u>\$3,000.00*</u>
Total Monthly Expense			\$58,000.00

\*First 10 seats are included at no additional monthly charge

Client agrees to pay WWSG for services and parts rendered based on the following schedule.

1.	Execution of Contract	15%	\$90,384
2.	Delivery and Install of UMP, interface CAD and database-	15%	\$90,384
3.	*Soft roll out and acceptance of programming-	20%	\$120,512
4.	*Delivery of Buttons-	35%	\$210,896
5.	Final Acceptance-Remaining	15%	<u>\$90,384</u>
	Total of payments		\$602,560

Estimated associated monthly fees at Soft Roll out  
\$412.50 30 Buttons X \$13.75\*\*

Associated monthly fees at Delivery of Buttons  
# of Buttons X \$13.75\*\*

\* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.

\*\* Not inclusive of optional extended warranty fee below.

Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming Not to exceed \$18,000 per year. To be billed upon occurrence Hourly at \$100 and/or \$150 per hour respectively.

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

Extended Warranty Option	4000	\$3.50	\$14,000.00
Extended Warranty (Additional Buttons)	1	\$3.50	

## Hardware Warranty:

### Life Button24 Freedom

All buttons that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Ordinary wear and tear of the exterior case of the button that does not impair functionality will not be covered under warranty or be deemed as a necessary reason for replacement. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model. Consumables such as lanyards or other apparatus that are affixed to the button are not part of this warranty.

### Servers, Desktops, Workstations, and Computer where Database resides

All of these devices are to be furnished by the client and WWSG assumes no responsibility or liability for performance, hardware maintenance or backup of said devices.

### Cellular Extenders

All cellular extenders that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, vandalism, electric surges, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model.

### Custom Database and UMP Terms of Service and Support

Upon notification to WWSG by client in accordance with the provisions of this paragraph of any Fault in the Database/Software WWSG shall promptly investigate the reported Fault and thereafter shall use its commercially reasonable efforts to provide Error Correction services to client. With respect to each request for Services, Client shall provide WWSG with descriptions of any Software problems in order to facilitate the repair or correction of the Database/Software and shall cooperate with WWSG in the requested repair or correction. If WWSG, in its reasonable determination, has been able to adequately correct the Fault by modifying the current Database/Software, WWSG shall, upon such correction being completed, deliver to the client a modified version of the repaired Database/Software in machine readable form and shall provide to the client the reasonable assistance necessary to enable the client to implement the use of such modified Database/Software.

Additional Service Fees at a rate of \$150 per hour may be charged to client for Error Correction Services provided at client's request or for Faults resulting, in whole or in part, from any one or more of the following: Any failure, error or defect in the Database/Software resulting from a client provided hardware malfunction of the Supported System. Any modification of any portion of the Database/Software if such modification is made, in whole or in part, by client or any person other than WWSG Database/Software Administrator.

WWSG shall use commercially reasonable efforts to provide technical and operational support to the client in the use and operation of the Database/Software during Business Hours via remote access to the Database/Software. All requests by client for the provision of Services shall be made via email or facsimile. Service Related Obligations of client. Client acknowledges and agrees that the level of support that WWSG can provide is dependent upon the client's cooperation and the quantity of information that client can provide and access to the Database/Software.

Client shall cooperate with and provide reasonable assistance to WWSG's personnel in the diagnosis and correction of any Fault. Ensure that the Database/Software is used in accordance with the terms of this Agreement and any instructions provided by WWSG. Ensure that the client's operating staff is adequately trained in the use of the Database/Software to the extent that use is necessary. Not make any alteration,

addition or modification to the Database/Software in any way nor combine the Database/Software with any other computer program to form a combined work. Take all reasonable precautions to ensure the health and safety of WWSG's employees while they are at client's Site. Notify WWSG immediately upon the occurrence of a Fault and promptly provide WWSG with adequate documentation of the notified Fault. Permit WWSG and its employees and agents to have such access to client's premises, Supported System, Database/Software and personnel as WWSG may reasonably require to carry out its obligations under this Agreement; and make available to WWSG free of charge all information, facilities and services reasonably required by WWSG to enable WWSG to provide the Services. WWSG makes no guarantee that it will be able to correct any and all Faults, but endeavors only to use commercially reasonable efforts to correct such Faults. The terms as detailed in the paragraphs in this section will also apply in the event that correction is necessary for the CAD 8.0 interface.

**Intellectual Property:** The client may not and agrees that they shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated into the service or otherwise modify any devices or software required to use the service.

**Service Interruptions:** Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Service might also not be available in certain places. We are not responsible for any interruptions of the Service.

Software will include the following functions:

#### UMP and Database Capabilities

- Inventory capability (e.g. who assigned to (school, victim), who assigned it, what case #, when, where is primary location, and why (circumstances), Subject/Defendant, additional info (violence, threat, vehicle, etc.), for each unit)
- Automatic notifications and or emails (configurable) for the following: low battery, off network for 24 or 48 hrs.
- The ability to remotely deactivate the button
- Dashboard that will quickly identify active functioning units for units that are not working by running a report through the UMP, and/or could be created as part of the custom programming for the database.
- Ping capability for testing purposes will be enabled as part of the custom database programming.
- 911/CAD-Sequel database containing button id, who is assigned to, address, call type, call sub-type, subject, etc.

**Appendix B**  
(Intentionally left blank - to be inserted)



Payment Schedule and Fees

Item	QTY.	Cost	Extended
Life Button 24	4000	\$126.89	\$507,560.00
Cell Extenders	50	\$1,250.00	\$62,500.00
Custom Programming	1	\$12,500.00	\$12,500.00
Universal Monitoring Platform 1		\$20,000.00	<u>\$20,000.00</u>
Total Expense			\$602,560.00
Additional Cell Extenders	Each	\$1,250.00 Includes labor	

Monthly Costs

Item	QTY.	Cost	Extended
Monthly Cellular and Service Charge	4000	\$13.75	\$55,000.00
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\*First 10 seats are included at no additional monthly charge

Client agrees to pay WWSG for services and parts rendered based on the following schedule.

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Total of payments		\$602,560

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Associated monthly fees at Delivery of Buttons

# of Buttons X \$13.75\*\*

\* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.

\*\* Not Inclusive of optional extended warranty fee below.

Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming Not to exceed \$18,000 per year. To be billed upon occurrence Hourly at \$100 and/or \$150 per hour respectively.

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

Extended Warranty Option	4000	\$3.50	\$14,000.00
Extended Warranty (Additional Buttons)	1	\$3.50	

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such

advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance


In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Kenneth F. MARA (Name)

 (Address)

 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor has  has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/18/13.  
Dated

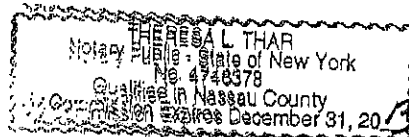
  
Signature of Chief Executive Officer

Kenneth F. Wang President + CEO  
Name of Chief Executive Officer

Sworn to before me this

18 day of December, 2013

  
Notary Public



## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Vendor: American Security Technologies Inc.  
DBA - Lifebutton 24

Signed: [Signature]

Print Name: Kenneth F. MARA,

Title: President

UNIQUE ID NUMBER

State of New York  
Department of State

DIVISION OF LICENSING SERVICES

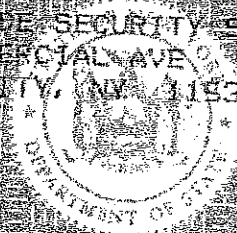
FOR OFFICE USE ONLY  
Control  
No.

PURSUANT TO THE PROVISIONS OF ARTICLE 60 OF THE  
GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS  
OF INSTALLING, SERVISING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS

EFFECTIVE DATE

MO DAY YR  
02 07 15

WORLD WIDE SECURITY SYSTEMS  
ONE COMMERCIAL AVE  
GARDEN CITY, NY 11530



EXPIRATION DATE

MO DAY YR  
02 06 17

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS  
OF INSTALLING, SERVISING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS

QUALIFIER: MARY KENNETH T.

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed.

CESAR A. PERALES  
SECRETARY OF STATE

## American Security Technologies, Inc / Life Button 24

Protecting the important things in life since 1984, AST/LB24 continues to embrace the changing needs of its customers in Nassau and Suffolk counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our company is a well-known leading provider of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. AST/LB24 was nationally ranked as one of the Top 100 security companies in the U.S. by Security Dealers Magazine, with trained personnel who are available 24 hours a day, 7 days a week, and 365 days a year.

### Kenneth F. Mara, CEO & President

Ken formed the Company in 1984 and has served as its CEO and President for more than 30 years. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the company, his wife Patricia, handles the administration side. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years.

### Joseph Ingegno, Senior Vice President

Joe co-founded the company with Ken Mara and has over 32 years' experience in the security industry. As Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as how to Reduce False Alarms and How to choose the Right Alarm Company for your Home or Business. He is also knowledgeable in the latest technology in access control; home theatre and multi-room audio. Joe has conducted numerous seminars on training alarm technician in all low voltage applications.

### Mark Simson, Chief Financial Officer

Serving as CFO for AST/Life Button 24, Mark is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Mark oversees the execution of all operations and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. In addition to other accomplishments, Mark was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.



# NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is:  
(CHECK ONE)

☐ New

☐ Change

**INSTRUCTIONS:** Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

**Mail to:** Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501  
**Or Fax to:** (516) 571- 2533 or email to [comptrollerclaims@nassaucountyny.gov](mailto:comptrollerclaims@nassaucountyny.gov)

## Section I – Vendor Information

1. Federal ID No. or Social Security No.

~~XXXXXXXXXX~~

2. Vendor Name: American Security Technologies, Inc dba LifeButton24

3. Vendor Remittance Address: One Commercial Avenue, Garden City, New York 11530

4. Vendor Contact Person: Patricia Mara

5. Vendor Contact Telephone No.: 855-566-8111

6. Vendor E-Mail Address: pmara@gcalarm.com

7. Please answer the four questions below. Unanswered questions will delay payment.

A. The vendor/payee ID number provided above is:  
Federal ID# ☒ Social Security #

B. Is vendor/payee incorporated:  
Yes ☒ No

C. Is a medical or legal service ever provided by vendor:  
Yes No ☒

D. Is vendor/payee an employee of Nassau County:  
Yes No ☒

## Section II- Financial Institution Information- Complete this section only if you would like to be paid electronically

8. Routing Transit Number:

(Located at the bottom of your check)

9. Bank Account Number:

10. Account Name (Your name on the account):

11. Bank Name:

Check here ☐ if you wish to be removed from electronic payments and would like to receive paper checks.

**12. Vendor Certification:** Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge. Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.


I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

[Signature]  
Authorized Signature

Kenneth F. Mara, Pres.  
Print Name/Title

3/17/16  
Date

WORLDWIDE/TELESTAT/GC ALARM/ VISION - OPERATING ACCOUNT

 SUPERIOR PRESS (888) 590-7998 - 18 3244349

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

WORLDWIDE/TELESTAT/GC ALARM/ VISION

ONE COMMERCIAL AVENUE  
GARDEN CITY, NY 11530  
516-294-6434



Wells Fargo Bank, N.A.

VOID

DATE

AMOUNT

OPERATING ACCOUNT

AUTHORIZED SIGNATURE

AY  
O THE  
RDER  
IF:

## Exhibit B





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Shelter Rock STRATEGIES

300 Garden City Plaza

Garden City, NY, 11530

516-294-4000

MARC ALESSI, RICHARD MARSH

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Yes - registered in Nassau County, NY

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

American Security Technologies, Inc

DBA - Lifebutton 24

1 Commercial Ave.

Garden City NY 11530

516-855-566-9111

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

MARC Alessi & Richard MARSH made introductions and attended meetings on behalf of American Security Technologies, as DBA Lifebutton 24 with Nassau County.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County - all departments  
Nassau County Police Department

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Signed:

Print Name:

Title:

~~Kenneth F. Mara~~  
Kenneth F. Mara  
President

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" **does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kenneth F. MARA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 1 Commercial Ave. Garden City NY  
City/state/zip Garden City NY 11530  
Telephone 516-855-566-9111  
Other present address(es) (NONE)  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 9/8/84 Treasurer 1/1/  
Chairman of Board 1/1/ Shareholder 1/1/  
Chief Exec. Officer 1/1/ Secretary 1/1/  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 1/1/  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. I own 100% of business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐  
If Yes, provide details.

OWNER OF: GC ALARM INC.  
Vision Monitoring Services, INC  
World Wide Security  
TeleSTAT Security  
RAINBOW Protection  
DART SECURITY

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) *NO*

- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4<sup>th</sup> day of April 2016

[Redacted Signature]  
Notary Public

American Security Technologies, INC.  
DBA - Lifebutton 24  
Name of submitting business

Kenneth F. MARA  
Print name

[Redacted Signature]  
Signature

President  
Title

4 14 116  
Date

**THERESA L. THAR**  
Notary Public - State of New York  
No. 4746378  
Qualified in Nassau County  
My Commission Expires December 31, 2017

Notary requested  
that her signature  
be redacted.



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-4-16

1) Proposer's Legal Name: American Security Technologies, Inc

2) Address of Place of Business: One Commercial Ave, Garden City, NY 11530

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 855-566-9111

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2850362

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☒ No ☐ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No conflicts exists.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 9-8-1984
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see below Ken Mara
- iii) Name, address and position of all officers and directors of the company; - see resume attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 20
- vi) Annual revenue of firm; 2015 [REDACTED]
- vii) Summary of relevant accomplishments see attached
- viii) Copies of all state and local licenses and permits. see attached

- B. Indicate number of years in business. 32 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company East Williston U.F. SD.

Contact Person Nicholas Fusco

Address 11 Bacon Road

City/State East Williston, NY 11568

Telephone 516-333-2559

Fax # 516-333-1937

E-Mail Address fusco@ewsdonline.org

Kenneth F. Mara

[REDACTED]

Company GTX Corporation  
Contact Person Andrew Duncan  
Address 117 West 4th Street  
City/State Los Angeles, CA 90015  
Telephone 213 - 489 - 3019  
Fax # \_\_\_\_\_  
E-Mail Address aduncan@gtxcorp.com

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Company Urban Resource Institute  
Contact Person Richard Kerr  
Address 75 Broad Street, Ste 505  
City/State NY, NY 10004  
Telephone 212 - 203 - 4862  
Fax # 646 - 588 - 0033  
E-Mail Address rkerr@urinyc.org

**CERTIFICATION**

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I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April

[Redacted Signature]  
Notary Public

2016 **THERESA L. THAR**  
Notary Public - State of New York  
No. 4746378  
Qualified in Nassau County  
My Commission Expires December 31, 2017

Name of submitting business: American Security Technologies, Inc.

By: Kenneth F. MARA  
Print name  
[Redacted Signature]  
Signature

President  
Title

4, 4, 16  
Date

Notary requested  
that his signature  
be redacted.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: American Security Technologies, Inc

Address: One Commercial Ave, Suite 200

City, State and Zip Code: Garden City, N.Y. 11530

2. Entity's Vendor Identification Number: 11-2850362

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Kenneth F. MARA, PRESIDENT

[REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Kenneth F. MARA

[REDACTED]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Shelter Rock Strategies, LLC  
300 Garden City Plaza, 5<sup>th</sup> Floor  
Garden City, New York 11530  
516-294-4000  
Marc Alessi, Richard Marsh



(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Richard Marsh and Marc Alessi  
both assisted with introductions  
and attended meetings.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, Suffolk County  
NYS Joint Commission of Political Ethics  
U.S. Senate  
US House of Representatives

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

4/4/16

Signed:

~~Kenneth F. MARRA~~

Print Name:

Kenneth F. MARRA

Title:

President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.