

A-43-(8 Nassau County Office of Purchasing

Date: June 21, 2018
Vendor Name: Custom Computer Specialists, Inc.
Contract Number: A-43-2018
Contract Manager Name: Kimberly Stanton, Buyer

 Prop	osed Le	gislative Acti	ion	
То	Date	Approval	Info	Other
Assgn Comm				
Rules Comm				
Full Leg				

Internal Approvals						
Approval	Date & Init.	Approval				
Dept. Head		-				
Budget	07/03/July 85,2	County Atty.				
Deputy C.E.	17	County Exec.				
	Approval Dept. Head Budget	Approval Date & Init. Dept. Head Budget 0103448 873				

Narrative

Purpose: To authorize and award a blanket purchase order for Field Technician and Service Desk Support for the Nassau County Department of Information Technology.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where thirteen (13) vendors viewed the bid, of which two (2) are woman/minority owned businesses. Six (6) vendors submitted bids. Custom Computer Specialists, Inc. located in Hauppauge, New York and in Nassau County submitted a bid for all items.

<u>Impact on Funding:</u> Estimated annual cost of this contract will exceed One Hundred Thousand Dollars (\$100,000.) from general funds.

Recommendation: Office of Purchasing recommends an award be given to Custom Computer Specialists, Inc., as the lowest responsible bidder meeting specifications.

APPROVED:

PASURANCE SECTION

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Ranty James 112, 2011, 2710 Allogarityssyd A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF
PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY AND CUSTOM COMPUTER SPECIALISTS, INC

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids 93921-05248-060 for Field Technician and Service Desk

Support for The Nassau County Department of Information Technology as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>Custom Computer</u>

<u>Specialists, Inc.</u> submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Blanket Purchase Order with <u>Custom Computer</u>

Specialists, Inc.

Re: Bid # 93921-05248-060
Field Technician and Service Desk Support
CNC Consulting Inc.

CNC Consulting, Inc., although the low bidder, was not awarded this bid as they were not able to supply the parts which are required in the specifications. Therefore, CNC did not comply with the specified requirements.

The IT Department was notified of this and agreed that this should be awarded to the next lowest bidder, which is Custom Computer Specialists.

Please see emails attached from both CNC Consulting, answering these questions, and the award confirmation from the IT Department.

Kimberly Stanton

Stanton, Kimberly

From:

Stanton, Kimberly

Sent:

Wednesday, May 30, 2018 9:37 AM

To:

Stanton, Nancy

Cc:

Schlenoff, Michael R; Colasurdo, Claudia; Barnett, Susan M; Bautista, Erick; Dolan, Kathleen;

Demaio, Alex; Lester, Andrew

Subject:

Formal Bid #93921-05248-060 - Field and Service Desk Technician

Good Morning Nancy,

Upon Andrews review of the bids, we had a few questions that needed clarification from the vendor CNC Consulting. Please see their response below.

Kimberly,

- 1. Q You did not enter in a Manufacturers cost or Cost Plus for the parts. Please explain.
 - A We didn't enter the cost because we only do hourly rate for the resources. We don't do parts.
- 2. Q You did not enter the Warranty Period for the parts. Please explain.
 - A We don't provide parts.
- 3. Q Please confirm that there is NO minimal call out charge, since you have entered \$0.00.
- 4. Q I also need you to confirm if you will have a dedicated technician available to us Monday thru Friday, to include any overtime or emergency hours that

might be required, as per the specs. Please advise.

A - 3 & 4. Our understanding of the proposal was to provide the resources on an as needed basis. If that was not the basis of the RFP then we may have responded

to wrong services.

Please review and advise how we are to proceed. If you have any additional questions, please let me know and I will ask Andy @ CNC Consulting.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street Mineola, NY 11501 Phone: 516-571-6679

Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov



Please consider the environment before printing this email

Stanton, Kimberly

From:

Stanton, Nancy

Sent:

Thursday, May 31, 2018 11:23 AM

To:

Stanton, Kimberly

Cc:

Schlenoff, Michael R; Colasurdo, Claudia; Lester, Andrew

Subject:

RE: Desktop Bid

Yes we would agree

Thanks Nancy

From: Stanton, Kimberly

Sent: Thursday, May 31, 2018 11:22 AM

To: Stanton, Nancy <nstanton@nassaucountyny.gov>

Cc: Schlenoff, Michael R <mschlenoff@nassaucountyny.gov>; Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>; Lester,

Andrew <alester@nassaucountyny.gov>

Subject: RE: Desktop Bid

Good Morning Nancy,

If CNC is not able to provide the service required, then the next lowest bidder would be Custom Computer. This would be my recommendation.

Please review and confirm, and I will submit this to Claudia and Mike.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street Mineola, NY 11501 Phone: 516-571-6679 Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov





Please consider the environment before printing this email

From: Stanton, Nancy

Sent: Thursday, May 31, 2018 11:17 AM

To: Stanton, Kimberly < kstanton@nassaucountyny.gov>

Cc: Colasurdo, Claudia < ccolasurdo@nassaucountyny.gov ; Lester, Andrew < alester@nassaucountyny.gov > Subject: Desktop Bid

Morning, What are the next steps

Regards,

Nancy Stanton IT Commissioner

NC Information Technology 240 Old Country Rd. Mineola NY 516-571-4311



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election La ending on the date of this disclosure, or (b), years prior to the date of this disclosure and campaign committees of any of the following committees of any candidates for any of the	of the vendor provided campaign contributions win (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two ending on the date of this disclosure, to the ag Nassau County elected officials or to the campaign following Nassau County elected offices: the County er, the District Attorney, or any County Legislator?
No	
Vendor authorized as a signatory of the firm. The undersigned affirms and so swears that statements and they are, to his/her knowleds. The undersigned further certifies and affirm.	he/she has read and understood the foregoing ge, true and accurate. s that the contribution(s) to the campaign committees out duress, threat or any promise of a governmental

BIDDER SIGN HERE



FORMAL SEALED BID PROPOSAL 93921-05248-060

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.
None
 List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

FORMAL SEALED BID PROPOSAL 93921-05248-060

TITLE

Page 3 of 4

- 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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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?

None		
I understand that copies of t Technology ("IT") to be posted on the		to the Nassau County Department of Information
I also understand that upon notice to the County Attorney within		er, employment or designation I must give written mination.
VERIFICATION: The undersigned a foregoing statements and they are, to		that he/she has read and understood the ue and accurate.
The undersigned further certifies and	I affirms that the contr	ibution(s) to the campaign committees listed above
were made freely and without duress		e of a governmental benefit or in exchange for any
benefit or remuneration.		1 11116
Dated: 5/21/19	Signed:	Lyng Salls
Dated: 5/21/19	Signed: Print Name:	Gregory G. Galdi
Dated: 5/21/19	-	Gregory G. Galdi Chief Executive Officer
Dated: 5/21/18	Print Name:	Gregory G. Galdi Chief Executive Officer

BIDDER

TITLE

Page 4 of 4:

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.

ALL BIDS MUST BE F.C	J.B. DESTINA	<u>LION ANI</u>	INCLUDE DELIVERY	<u>WITHIN DOORS UNLESS OTHERWISE SPECIFIED.</u>
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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 Gregory G. Galdi
	Date of birth <u>이성 / 이 / ၂</u> 속도닉
	Home address 65 Spruce St
	City/state/zip_Rosign / NY / 115'76
	Business address 70 Suffolk court
	City/state/zip Hauppaugl/Ny 11788
	Telephone (631) (64) (669)
	Other present address(es) None
	City/state/zip None
	Telephone <u>None</u>
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 10 (3) / 1978 Treasurer / /
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary/ /
	Chief Financial Officer/Partner//
	Vice President/
	(Other)
^	
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
	100% Owner
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 V NO , If Yes, provide details
6.	Triple G. LLC, Three G. Transport Inc I and LIG Assets LL C 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.
,	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

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.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 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.	and/or portior initiate procee respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	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.
	ALL RIDS	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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		BIDDER

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

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.
ļ	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER SIGN HERE Sales Mgr BIDDER

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, <u>Gregory G. Gald</u>, 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 21st day of May

2018

Notary Public

KELLE TEARAGAMO
NOTARY PUBLIC, STATE OF SHAW YORK
Registratibly NG 617126364282
Qualifilia & Subylk County
Counts Scommission Express September 11, 20 2 1

Custom Computer Specialists, Inc.
Name of submitting business

Gregory Gr. Galdi

An

Signature ¹

Chief Executive Officer

Title

<u>)</u> Data

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Sales Mar

FORMAL SEALED BID PROPOSAL 93921-05248-060

TITLE

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.

NO	TE: All questions require a response, even if response is "none". No blanks.
(US	E ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Dat	e: 5 21/18
1)	Proposer's Legal Name: CUSTOM COMPUTER SPECIALISTS, INC
2)	Address of Place of Business: 70 SUFFOIR COURT, MAUPPHANGE MY 11788
	all other business addresses used within last five years:
3)	Mailing Address (if different): ハケ
Pho	one: 631-864-6699
Doe	es the business own or rent its facilities? RENT
4)	Dun and Bradstreet number: 09-753-3350
5)	Federal I.D. Number: 11-2497640
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
	SIDDER SIGN HERE AR LAND WELL BLIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

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.
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE BIDDER TITLE

FORMAL SEALED BID PROPOSAL 93921-05248-060

Stanton, Kimberly

Verdor reference

From:

Christine Wiss < cwiss@oysterbay-ny.gov>

Sent:

Wednesday, June 27, 2018 2:21 PM

To:

Stanton, Kimberly

Subject:

RE: Nassau County Office of Purchasing - Vendor References

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Kimberly:

Please be advised that we are very pleased with the vendor Custom Computer Specialist, Inc.

They are dedicated and responsive to our project needs. Their rates are competitive and the skill set of their employees compliment our business needs.

We are pleased to recommend them to you.

Thank you, Christine

Christine M. Wiss Deputy Comptroller Town of Oyster Bay 74 Audrey Avenue Oyster Bay, NY 11771 Phone 516-624-6447 Fax 516-624-6460

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]

Sent: Wednesday, June 27, 2018 9:28 AM

To: Christine Wiss

Subject: RE: Nassau County Office of Purchasing - Vendor References

An email would be better. Thank you.

Regards,

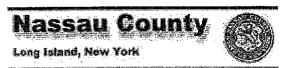
Kimberly Stanton

Nassau County Office of Purchasing

1 West Street Mineola, NY 11501 Phone: 516-571-6679

Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov





A Please consider the environment before printing this email

From: Christine Wiss < cwiss@oysterbay-ny.gov> Sent: Wednesday, June 27, 2018 9:18 AM

To: Stanton, Kimberly <kstanton@nassaucountyny.gov>

Subject: Re: Nassau County Office of Purchasing - Vendor References

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi

I am so sorry..... my apologies - I am in a meeting all morning.

Will call you this afternoon.

Sent from my iPhone

On Jun 27, 2018, at 9:15 AM, Stanton, Kimberly kstanton@nassaucountyny.gov wrote:

Good Morning,

I have not heard back from you. It would be greatly appreciated if you could give me your opinion, as the recommended reference.

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street Mineola, NY 11501 Phone: 516-571-6679 Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov

<image001.jpg> <image002.jpg>

From: Stanton, Kimberly

Sent: Wednesday, June 20, 2018 11:49 AM

To: 'cwiss@oysterbay-ny.gov' <cwiss@oysterbay-ny.gov' Subject: Nassau County Office of Purchasing - Vendor References

Good Afternoon,

I have received a bid from Custom Computer Specialists, Inc. for Field Technician and Service Desk Support, for Nassau County, NY and they have listed you as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond? Any outstanding issues?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street

Mineola, NY 11501 Phone: 516-571-6679 Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov

<image001.jpg> <image002.jpg>

This message (including any attachments) may contain confidential information and is intended only for the individual or individuals named. If you are not the intended recipient, you should delete this message immediately. If you received this message in error, please notify the sender immediately.

This message (including any attachments) may contain confidential information and is intended only for the individual or individuals named. If you are not the intended recipient, you should delete this message immediately. If you received this message in error, please notify the sender immediately.

Stanton, Kimberly

From: Robert Wendelken < RWendelken@nasboces.org>

Sent: Wednesday, June 20, 2018 12:23 PM

Stanton, Kimberly To:

RE: Nassau County Office of Purchasing - Vendor References Subject:

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Dear Ms. Stanton:

We do not have any complaints regarding this vendor. We have not had any problems reaching or receiving response from them. There are no outstanding issues. The last bid in which they were an awardee expired early last year. Very truly yours,

Robert T. Wendelken, Buyer Nassau BOCES Purchasing Department 516-396-2544, Fax 516- 997-1053 rwendelken@nasboces.org

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]

Sent: Wednesday, June 20, 2018 11:50 AM

To: Robert Wendelken < RWendelken@nasboces.org>

Subject: Nassau County Office of Purchasing - Vendor References

Good Afternoon.

I have received a bid from Custom Computer Specialists, Inc. for Field Technician and Service Desk Support, for Nassau County, NY and they have listed you as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond? Any outstanding issues?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street

Mineola, NY 11501 Phone: 516-571-6679 Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov





A Please consider the environment before printing this email

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

p9.13

ii)	Name, addresses, and position of all persons having a financial interest in the company, including
	shareholders, members, general or limited partner; - appendix A pg-12

iii) Name, address and position of all officers and directors of the company; - αρρεπαίχ Α ρα. 12

iv) State of incorporation (if applicable); - appendix A pg.12

v) The number of employees in the firm; $-a\rho\rho e^{A}diX A \rho q \cdot 12$

vi) Annual revenue of firm; - appendix A pg-12

vii) Summary of relevant accomplishments - appendix A

viii) Copies of all state and local licenses and permits. -appendix β

B. Indicate number of years in business. -appendix A pg-12

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

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 uppendix A	į.

Company Town of oyster Bay

Contact Person Christine M. Wiss

Address 74 Audrey Avenue

City/State Cyster Bay I New York

Telephone (516) 624-6447

Fax # (516) 624-6466

E-Mail Address CWISS@ Oyster bay - ny. 90v

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

Sales Mer

Company Town of Islip
Contact Person Steven Kosin
Address 655 Main St
City/State Islip/New York
Telephone (631) 59 5 - 3810
Fax # <u>N/A</u>
E-Mail Address 5K osin Oislipny, gov
• •
Company NASSAU BOCES
Company NASSAU BOCES Contact Person Robert Wendelken
Contact Person Robert Wendelken
Contact Person Robert Wendelken Address Merrick Avenue, Westury NY 11590
Contact Person Robert Wendelken
Contact Person Robert Wendelken Address Merrick Avenue, Westury NY 11590 City/State Westbury New York

TITLE

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, <u>Gregory Gradian</u>, 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 215th day of May 2018 KELLIE FERRAGAMO NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01FE6364282 Qualified in Suffolk County Commission Expires September 11, 20 21 Name of submitting business: <u>Custom Computer Specialists Inc</u>

BIDDĔR

Nassau County
Field Tech and
Service Desk
upport

V. BUSINESS HISTORY FORM

- 1. Date of formation: Custom Computer Specialists, Inc. was formed on May 1, 1979
- 2. Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:
 - i. Gregory G. Galdi, President 65 Spruce Street, Roslyn, NY
- 3. Name, address and position of all officers and directors of the company:
 - i. Gregory G. Galdi, President 65 Spruce Street, Roslyn, NY 11576
- 4. **State of incorporation:** Custom Computer Specialists, Inc. is incorporated in the State of New York
- 5. **The number of employees in the firm:** Custom Computer Specialists currently employs 280 employees
- 6. Annual revenue of firm: 2017 annual revenue for the firm is \$49,613,729.
- 7. Summary of relevant accomplishments: Custom has a long track record of providing IT services in the public sector. We have provided a variety of IT services, these services include: staffing for Help Desk and Desk-Side technicians, Project Management/Quality Assurance, Network and Server Engineering, wiring and a variety of other IT services. More locally, we have provided Engineering both Network and Server to the Town of Oyster Bay, Town of Islip, Suffolk County, Suffolk County Police Department and many school districts across the region. Please refer to our references section for more details. Most importantly, Custom has provided these services to Nassau County since 2006; we understand the operation environment, end-users and the types of individuals that are required to be successful. We are jointly proud of the recommendation letters the team members have received from the various Nassau County agencies.
- Copies of all state and local licenses and permits: Please see appendix B
- 9. **Indicate number of years in business:** Custom Computer Specialists, Inc has been in business for 39 years
- 10. Provide any other information which would be appropriate and helpful in determining the bidders/proposer's capacity and reliability to perform these services: Custom has been providing these exact services to the County for the past 12 years and knows the environment, people and processes completely.
- 11. Provide name and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposers capability to perform this work.
 - i. Nassau BOCES

Contact: Robert Wendelken

Address: 1 Merrick Avenue, Westbury, NY 11590

Telephone: (516) 396-2544

Email: rwendelk@mail.nasboces.org

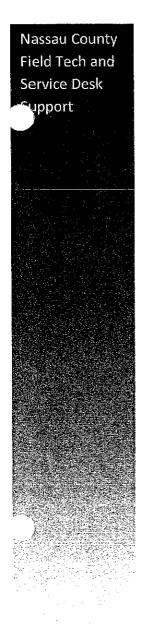
ii. Town of Islip

Contact: Steven Kosin

Address: 655 Main Street, Islip, NY 11751

Telephone: (631) 595-3810 Email: skosin@islipny.gov





iii. Town of Oyster Bay

Contact: Christine M. Wiss

Address: 74 Audrey Avenue, Oyster Bay, NY 11771

Telephone: (516) 624-6447 Email: cwiss@oysterbay-ny.gov

VI. DETAILED REFERENCES

I. Town of Oyster Bay:

Custom Computer Specialists ("Custom") works closely in supporting the Town of Oyster Bay's ("Town") networking infrastructure and Data Center. As Nassau County is aware, the Town is one of the largest in Nassau County stretching from the North Shore to the South Shore of the Island. Custom has supported all 25 departments in terms of data networking. Over the last 9 years Custom has installed and configured most the town's departments and parks in terms of networking technologies. This has enabled the town to deploy a number of software applications, security cameras and other technology easily. Custom has also worked closely with the Town to design and implement datacenter solutions featuring advanced virtualization, storage, networking and servers from manufacturers such as Dell, VMware and Cisco. We continue to provide support and install services for the infrastructure environment. We have also provided the Town with emergency support during the aftermath of Super Storm Sandy. Custom installed and configured networking equipment needed for the replacement at sites damaged during the storm. Over the last three years we have also provided ongoing supplemental staff services including project management, server and network engineering.

Contact:

Christine M. Wiss

Address: 74 Audrey Avenue, Oyster Bay, NY 11771

Telephone: (516) 624-6447

Email: cwiss@oysterbay-ny.gov





II. Nassau BOCES

Custom has been providing support and services to the BOCES component district for over 12 years. Working under a number of different contracts, RFP's and Bid's for this work. We have provided server, data-center, network, wiring, and help desk support to many of their component districts.

Contact:

Robert Wendelken

Address: 1 Merrick Avenue, Westbury, NY 11590

Telephone: (516) 396-2544

Email: rwendelk@mail.nasboces.org

III. Town of Islip

Custom has been supporting the Town of Islip for over 14 years. The Town has two datacenters and a number of facilities, including an Airport and multiple marinas. Custom has provided supplemental services to support the virtualization, storage, desk-side support and other technologies at the Town. Custom also provided the Town with emergency support to address a virus breakout by dispatching a team of over 15 desktop professionals who worked overnight and over a weekend to eradicate the issue. The town also engaged Custom to design, implement and support their new Exchange infrastructure. The design included four virtual Exchange Servers (one Hub/CAS Server and Mailbox Cluster Server at each site) utilizing vSphere 5, and Compellent fiber SANs, across the production and DR sites. The Town currently contracts with Custom for both supplemental stall and remote services to maintain the Exchange, Virtualization and SAN environments.

Contact:

Steven Kosin

Address: 655 Main Street, Islip, NY 11751

Telephone: (631) 595-3810

Email: skosin@islipny.gov



Custom Computer Specialists, Inc New York State Contracts





Contract Title: Security Systems and Solutions

Contract #: PT65436

Manufacturer partners include: Axis, Panasonic, Sony,

Milestone, NVT, OnSSI, ViewSonic,

Firetide

and DragonWave

erving New York

American Power Conversion Corp.

(Power Protection) Contract #: PT63907



Aruba Networks

Contract #: PT64433



Cisco Systems

(Networking Hardware &

Services)

Contract #: PT64525 (Hardware

and Services)



D-Link Systems, Inc.

Contract #: PT65079 (Networking

Hardware and Services)



PartnerDirect

Premier

Dell

Contract #: PT65340

(Microcomputers)

Contract #: PT64100 (Servers)

Contract #: PT62398 (Storage)

Contract # PT66602 (Printing and Imaging)

Fujitsu

Microcomputers & Peripherals)

Contract #: PT65341



Hewlett Packard

Contract #: PT65350 (HP & Compaq,

Desktops, Notebooks & iPaq)*

Contract #: PT63224 (HP Enterprise

Storage/LeftHand Networks)*

Contract #: PT64530 (HP Procurve

Networking)*

Contract #: PT64150 (HP Servers)*

Contract # PT66605 (Printing and Imaging)

IBM (Microcomputer Hardware & Peripherals)**

Contract #: PT63994



Lenovo

(Microcomputers & Peripherals)

Contract #: PT65246



● LG-ERICSSON

LG-Ericsson

(Telecommunication Equipment & Solutions)

Contract #: PT64302

McAfee, Inc.

(Comprehensive Telecommunications)

Contract #: PT65091 HEALTHCARE ONLY

W McAfee

Contract #: PT65959 (Printing and Office Equipment)

Contract #: PT66610 (Printing and Imaging)

Tripp-Lite (Power Protection)

Contract #: PT63990



Vision Solutions, Inc.

(Formerly Double-Take Software, Inc.

Contract #: PT62397

Custom Computer Specialists, Inc New York State Contracts

Waters (Networking Hardware & Services) Contract #: PT64540 (Hardware), PS63010 (Services)



Contract #: PT66616 (Printing and Imaging) XCIOX





















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- Online portal for product comparison and selection and order management
- IT Operations, management and monitoring solutions
- Warranty and asset management Give us a call to learn more!
- * For direct orders only send to:

HP Direct, C10GM 10810 Farnam Drive Omaha, NE 68154 or Fax: 800-825-2329 Please reference our Location ID #10025519 on Purchase Order

** For direct orders only send to:

IBM Corp. 80 State Street, Albany, NY 12207 Please list Custom Computer Specialists, Inc. Please reference our LOC ID 47502 on the Purchase Order



Call, email or fax today! main: 800.598.8989 fax: 800.986.5518

sales@customtech.com

Page 1 of 4

COUNTY OF NASSAU

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

1.	Name of the Entity: Custom Computer SPECIALISTS, INC
	Address: 7D SUFFOLK COURT
	City, State and Zip Code: HAUPPAUGE NY 11788
2.	Entity's Vendor Identification Number: 11-2497640
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoOther (specify)
4. compa memb	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or trable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
Gre	gory G. Galdi - CEO - 65 Spruce ST, ROSLYN MY 11576
5. an indi of the	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.
<u>Geo</u>	bry G. Galdi-CEO- 65 SPRUCE ST, ROSLYN, WY 1576
ALL E	BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	DER SIGN HERE BIDDER TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

Page 2 of 4	
6. List all affiliated and related companies and their relationene, enter "None"). Attach a separate disclosure form for eapart in the performance of this contract. Such disclosure shall companies not previously disclosed that participate in the performance of the companies of previously disclosed that participate in the performance of the companies of the comp	ch affiliated or subsidiary company that may take be updated to include affiliated or subsidiary
None	
- 1000000000000000000000000000000000000	
	11 - 30 - 30 - 10 - 10 - 10 - 10 - 10 -
etc.). The term "lobbyist" means any and every person or org client to influence - or promote a matter before - Nassau Cour heads, legislators or committees, including but not limited to tand Planning Commission. Such matters include, but are not improvement of real property subject to County regulation, prothe term is defined herein. The term "lobbyist" does not include counsel or agent of the County of Nassau, or State of New York	ity, its agencies, boards, commissions, department the Open Space and Parks Advisory Committee limited to, requests for proposals, development or ocurements, or to otherwise engage in lobbying as ade any officer, director, trustee, employee,
(a) Name, title, business address and telephone nu	mber of lobbyist(s):
None	
700110	
	, <u>, , , , , , , , , , , , , , , , , , </u>
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WIT	HIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE BIDDER	Sales Mar
/ / BIDDEK	TITLE

Page 3 of 4

(b) Describe lobbying activity lobbying activities.	of each lobbyist. See page 4	of 4 for a complete desc	ription of
Hano			
			_
			-
The state of the s			-
	person/organization is regis		assau County,
			-
			_
	**************************************		~
8. VERIFICATION: This section me authorized as a signatory of the firm for the			or or Vendor
The undersigned affirms and so swears that are, to his/her knowledge, true and accurate	at he/she has read and underste.	stood the foregoing statem	ents and they
	1) MI w	
Dated: 5/21/18	Simul Sury	SAUS	
Dated. 3/21/16	Print Name: Caregory Ca	Galdi	_
	Title: Chief Executive	officer	
	The second	<u> </u>	•
ALL BIDS MUST BE F.O.B. DESTINATION AND I	NCLUDE DELIVERY WITHIN DOOR		<u>IED</u> .
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 93921-05248-060

Page 4 of 4:

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.

ALL BIDS MUST BE F.	O.B. DEST	<u>INATIO</u>	<u>N.AND,INCLUDE DELI</u>	IVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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	< 1		BIDDER	TyrLE

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-43-2018

FROM:

MELISSA GALLUCCI-COMMISSIONER OF SHARED SERVICES

DATE:

JUNE 26, 2018

SUBJECT: RESOLUTION-DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY TO CUSTOM COMPUTER SPECIALISTS, INC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A FIELD TECHNICIAN AND SERVICE DESK SUPPORT FOR THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

MELISSA GALLUCCI COMMISSIONER OF SHARED SERVICES

MS: br

ENCL:

- (1) STAFF SUMMARY
- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM



OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: MAY 24, 2018 AT 11 A.M. BID NO; 9392f-05248-060 REQ. NO: N/A TITLE: FIELD TECHNICIAN & DESK SERVICE SUPPORT				L.I. COMPUTER NETWORK	MANAGED SERVICES IT, LLC	CUSTOM	DYNAMIC ADVANTAGE, INC	NPA COMPUTERS, INC	CNC CONSULTING INC			DETAILS AWARD	OF
ITEM# ARTICLE UNIT													10451114
	nias a magus saus		UNII	125,00	0.00	3 3400	4	5	6		8	TO NO.	AMOUNT
	PRINTECH LEV 1	MINIMUMICALL OUT CHARGE (IF ANY) REGULAR HOURLY RATE	HR.	125.00	125.00	34.89 34.89	NA 44.00	75.00	30.00				
		EACH ADDITIONAL 1/4 HOUR		31,25	31.25	8.73	11.00	18.75	7.50		ļ		
 	FIELD TROH! LEV 1	MANUFACTURER'S	8	*	*	0.70	*	-15	0			•	
B5	MELID TECH I LEV 1	COST PLUS	\$	0	0	10	18	15	0				
OT Be	AGLD TECH I LEV 1	MINIMUM CHARGE (IF ANY)	\$	187.60	145.00	48.15	NA	125.00	0.00				
B7	FIELD TECH I LEV 1	REGULAR HOURLY RATE	HR.	187.50	145.00	48.15	64.00	125.00	45,00			,	
		EACH ADDITIONAL 1/4 HOUR	1/4 HR.	46,88	36.25	12.03	16,00	31.26	11.26				
		MINIMUM CHARGE (IF ANY)	\$	260,00	0.00	48.15	NA NA	150.00	0,00				
1000		REGULAR HOURLY RATE	HR.	250,00	145.00	48.15	84.00	150.00	45.00				
		EACH ADDITIONAL 1/4 HOUR	1/4 HR.	62.50 160.00	36,26 0.00	12,03 39,99	21.00 NA	37,50	11.25		<u> </u>		
		MINIMUM/CALL OUT CHARGE (IF ANY) REGULAR HOURLY RATE	HR.	160.00	145.00	39,99	48.00	95.00	35.00		****		
B3		EACH ADDITIONAL 1/4 HOUR		40.00	36,25	10.00	12,00	23.75	8,75				
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OT B6	FIELO TECH 1EV 2	MINIMUM CHARGE (IF ANY)	\$	240.00	165.00	65.19	NA	135.00	0.00				
37		REGULAR HOURLY RATE	HR,	240.00	165.00	55.19	68,00	135.00	52.50				
B8		EACH ADDITIONAL 1/4 HOUR	1/4 BR.	60.00	41.25	13.80	17.00	33.75	13.12				
		MINIMUM CHARGE (IF ANY)	\$	320,00	0.00	55.19	NA NA	165.00	0.00				<u> </u>
		REGULAR HOURLY RATE	HR,	320.00	165.00	66.18	88.00	155.00	52.50				
		EACH ADDITIONAL 1/4 HOUR		80.00 190.00	41.25 0.00	13.80	22.00	38.75	13.12		<u></u>		
-		MINIMUM/OALL OUT CHARGE (IF ANY) REGULAR HOURLY RATE	HR.	190.00	225,00	51,88 51.88	NA 58.00	125.00	0.00 42.00				
 		EACH ADDITIONAL 1/4 HOUR		47.50	56.25	12.97	14.00	31.25	10.50				
	FIELDTECHIJI LEVS	MANUFACTURER'S	\$	*	*	0	*	-16	0				-
L	FIELD TECH KI LEVS	COST PLUS	\$	10	- 6	10	16	15	0				
		MINIMUM CHARGE (IF ANY)	\$	285.00	0.00	71.60	NA	150.00	0.00				
B7	FIELD TECH DI LEVA	REGULAR HOURLY RATE	HR,	285,00	225.00	71.60	86.00	150.00	63.00		,		
₿8	FIELO TECH NI LEVA	EACH ADDITIONAL 1/4 HOUR	1/4 KR.	71.25	56.25	17.90	21.50	37,50	16.75				
		MINIMUM CHARGE (IF ANY)	. \$	380.00	0.00	71.60	NA_	165.00	0.00				
B10		REGULAR HOURLY RATE	HR.	380.00	225.00	71.60	106.00	165.00	63.00				
		EACH ADDITIONAL 1/4 HOUR		95,00	56,25	17,90	26,50	41.25	15.75		<u> </u>		
		MINIMUMICALL OUT CHARGE (IF ANY) REGULAR HOURLY RATE	\$	200,00	0.00	34.89	NA NA	0.00	0.00				
1		EACH ADDITIONAL 1/4 HOUR		50.00 12.50	125.00 31.25	34.89 8,73	44.00 11.00	65,00 16,26	30.00 7,50		<u></u>		
\vdash	SERV OK TECHT LEV 1	MANUFACTURER'S	\$	*	* .	0,75	*	-15	0				
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		MINIMUM CHARGE (IF ANY)	\$	76.00	0.00	48.16	NA	75.00	0.00			***************************************	
B7	SERVICK TECHI LEV 1	REGULAR HOURLY RATE	HR.	75.00	145.00	48.15	64.00	75.00	45.00				
BB	SERV OK TECHI LEV 1	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	18.75	36,25	12.03	16.00	18.75	11.25				
EM B9	SERV OK TECHT LEV 1	MINIMUM CHARGE (IF ANY)	- \$	100,00	0.00	48.15	NA.	125,00	0.00				
N		REGULAR HOURLY RATE		100.00	145.00	40,15	84.00	125.00	45.00				
		EACH ADDITIONAL 1/4 HOUR		25.00	36.25	12.03	21.00	31.25	11.25		ļ	<u> </u>	ļ
1		MINIMUNICALL OUT CHARGE (IF ANY)	\$ UD	260.00	0.00	39.99	NA 49.00	0.00	0.00		-		
		REGULAR HOURLY RATE EACH ADDITIONAL 1/4 HOUR		65.00 16.25	145.00 36.25	39,99 10,00	48.00 12.00	75.00 18.75	35,00 8,75		 	 	
	SERVOK TECHI LEV?	MANUFACTURER'S	1/4 rik.	+	*	0	12.00	-15	0.75		-	 	
	BERV OK YECH LEV-2	COST PLUS	\$	10	6	10	16	15	0	_	·····		· · · · · ·
*********	7.1-11-1	MINIMUM CHARGE (IF ANY)		97.50	0.00	55.19	NA	95.00	0.00				<u> </u>
		REGULAR HOURLY RATE		97.50	165.00	55.19	68,00	95,00	52,50				
	SERVOK TECH I LEV 2	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	24.38	41.25	13.80	17,00	23.75	13.12				
		MINIMUM CHARGE (IF ANY)	\$	130,00	0.00	55.19	NA.	135.00	0.00	ļ	ļ		
		REGULAR HOURLY RATE	*	130.00	165.00	56.19	88.00	135.00	62.60		<u> </u>		
		EACH ADDITIONAL 1/4 HOUR		30.25	41.25	13.80	22,00	33,76	13.12			ļ	
		MINIMUMICALL OUT CHARGE (IF ANY)	HR.	320.00	225.00	51,88 51,88	66,00	0.00	0.00				ļ
		REGULAR HOURLY RATE EACH ADDITIONAL 1/4 HOUR		80.00 20.00	225,00 56.26	61.88 12.97	14,00	95,00 23,75	45.00 11.26		 	 	
	BERVOK TECHT LIEV 2	MANUFACTURER'S	1/4 FIR.	<u> </u>	*	0	14,00	<u>25.76</u>	0				
	SERVICE TECH LEV 3	COST PLUS	\$	10	6	10	16	15	0		 	 	
		MINIMUM CHARGE (IF ANY)		120.00	0,00	71,60	NA	135,00	0,00	<u> </u>	,		1
	· · · · · · · · · · · · · · · · · · ·	REGULAR HOURLY RATE	_	120.00	225.00	71.80	86,00	135,00	67.50				
B8	SERVICK TECHT LEV 2	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	30,00	56,25	17.90	21.50	33.75	16.88				
		MINIMUM CHARGE (IF ANY)		160,00	0,00	71.60	NA	155.00	0.00		ļ	ļ	ļ
		REGULAR HOURLY RATE		160.00	226.00	71.60	106,00	156.00	67.50	<u> </u>	ļ <u> </u>	ļ	ļ
	BEHVORTECHI LEVA	EACH ADDITIONAL 1/4 HOUR	1/4 HR. TERMS	40.00 NET	56.25 NET	17.90 NET	26:50 NET	38.75 NET	16.88 NET	-	-		 -
					*SEE BIO	- NE 1		*SEE BID	(3)-1				

Michael Schelnoff hereby cerities that the bide listed above were opened at the time and place specified therein and that he above is a correct transcription from all original bide received:

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM BID NUMBER 93921-05248-060

Dated: 05/03/18

05/24/2018 11:00 A.M. E.D.S.T.

BUYER

Kimberly Stanton

TELEPHONE:

516-571-6679

REQUISITION NUMBER

N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

FIELD TECHNICIAN AND SERVICE DESK SUPPORT - REBID

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF ____O PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Nassau County Department of Information Technology 240 Old Country Road Mineola, NY 11501 GUARANTEED DELIVERY DATE

20

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Custom Computer Specialist	Kilne	
ADDRESS 70 Suffolk court	,	
CITY Hauppayge STATE	ZIP CODE	TELEPHONE 4-6699
SIGNATURE OF AUTHORIZED INDIVIDUAL	Gregory G. Go PRINT OR T	1d) / CEO YPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

 2. Bids on materials and supplies must be for new items except as other-
- 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be fitrnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award, and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- 8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- 10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Custom computer SPECIALISTS, INC
Address: 70 SUFFOLK COURT, HAMPPANGE NY 11788
Telephone No: 631 - 630 - 1299 Fax No: 631 - 543 - 2512
State Whether: A Corporation
Indívidual
Partnership

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DO	ORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE 1 R Now 1	Sales Mar
\) BIDDER	TITLE

BIDDER'S NAME: Custom Computer Specialists, Inc	
ADDRESS: 70 Suffolk court, Hauppauge Ny 11788	_
1. STATE WHETHER: CORPORATION INDIVIDUAL PARTNERSHIP	_
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S) PRESIDENT Gregory Gr. Galdi-65 Spruce St., Roslyn NY 11576 VICE PRESIDENT	_
SECRETARY	-
TREASURER	-
3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? \(\bigcup \int \int \int \int \int \int \int \int	-
4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 39 years	- <u>r</u> s
5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?	
6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? NON€	_ _
7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SU OF THIS BID?	JBJECT
INDIVIDUALS PRESENT YEARS OF MAGNITUDE AND IN WHAT NAME POSITION EXPERIENCE TYPE OF WORK CAPACIT	ΓΥ
Tom Franson Director 23 Program Management/service Delive	ry
James Lochrie Sales Manager 20 Engagement/Relationship Mana	iger
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL	
Custom Computer Specialists has worked with the county for	
over 10 years. We have a good understanding of the environme	nt-
and what is needed to perform the work required.	_
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE Sales Mar	

FORMAL SEALED BID PROPOSAL 93921-05248-060

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
James Lochrie, sales Manager (631) 630-1299, Il ochrie@customonline.com
Tom Franson Director/Project Manager (631)761-1476 Hran son Occustomonline com 10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: Town of Oyster Bay
1. REFERENCE'S NAME: Town of Oyster Bay ADDRESS: 74 Audrey Avenue, Oyster Bay Ny 11771
TELEPHONE: (516)624-6447 CONTACT PERSON Christine M. Wiss CONTRACT DATE: 2008 - present
2. REFERENCE'S NAME: Town of Islip ADDRESS: 655 Main St, Islip NY 11751
TELEPHONE: (631) 595-3816 CONTACT PERSON Steven Kosin CONTRACT DATE: 2003-present
3. REFERENCE'S NAME: Nassau Bocks ADDRESS: 1 Merrick Avenue; Westbury NY 11590
TELEPHONE: (516) 396-2544 CONTACT PERSON Robert Wendelken CONTRACT DATE: 2005-present
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE BIDDER
\\ BIDDER TITLE

FORMAL SEALED BID PROPOSAL 93921-05248-060

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE SIGN HERE

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 by such title 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, upgrading's, 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, upgrading's, 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, including the 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.

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FORMAL SEALED BID PROPOSAL 93921-05248-060

- (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.
- (1) 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 therefore 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 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,

ALL BIDS MUST BE F.	<u>O.B. DESTINATION AND INCLUDE DELIVERY WIT</u>	HIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 93921-05248-060

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, 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 Best Efforts 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.

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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.

<u>Prohibition of Gifts.</u> In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

<u>Disclosure of Conflicts of Interest</u>. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the <u>County of Nassau Consultant's</u>, <u>Contractor's and Vendor's Disclosure Form</u>. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the <u>Lobbyist Registration and Disclosure Form</u>, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing Field and Service Desk Technicians service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made	30	Days A/R/O.
- 1 1 1 1 5		
Delivery shall be made O I	NLY upon red	ceipt of a Purchase Order, or in the case of a Blanket Order, upon rec

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

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FORMAL SEALED BID PROPOSAL 93921-05248-060

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METHOD OF BIDDING: Please submit unit price in the appropriate column.
PRICE DISCREPANCY : In the event of a discrepancy between the unit price and the extension price, the unit price will govern.
PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.
STATE PRICE PROTECTION PERIOD: 30 DAYS AFTER BID OPENING
EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders days.
TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.
NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.
SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket-Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.
PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.
PROFESSIONAL LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for
Professional Liability Insurance With a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) for personal injury for each occurrence.
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FORMAL SEALED BID PROPOSAL 93921-05248-060

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid

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BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID. IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE: I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM: THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE. *CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID** Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf **PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by youchers signed by agency personnel attesting to satisfactory completion of the required services as specified. If a claim voucher is not being submitted, the following certification MUST appear on the invoice: I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

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NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- a. "Public Works" and "Building Services" Definitions
- i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.
- c. Wage Rate Payments / Changes During Contract Term the wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting the Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. <u>Awarded</u>. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. <u>County Service Contract</u>. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporation's law.
- c. <u>County Financial Assistance</u>. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.
- d. <u>Employee and Employer</u>.
- i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:
- A. Any person hired by a County contractor specifically to work on the County Service Contract at issue
- B._Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract
- ii. An Employee is not:
- A. An employee who provides services which are only incidental to the services specified in the County Service Contract,

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

- 3. Amendments, Extensions and Renewals
- a. <u>Renewals and Extensions</u>. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.
- b. Determination of Applicability.
- i. County Service Contracts.
- A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.
- B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.
- ii. County Financial Assistance Agreements.
- A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.
- B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.
- iii. <u>County Leases</u>. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

- 4. Waiver of the Law
- a. Application of the Provision
- i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

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- ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.
- b. <u>Request for a Waiver</u> The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:
- i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.
- ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.
- iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (assuming the Living Wage Law applies), and the amount of the budget allocated to services and other contract expenses.
- A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.
- B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.
- iv. A waiver request must contain the following information:
- A. The name of the organization
- B. The address of the organization
- C. A brief description of the contract which the waiver pertains to.
- D. The name and email address of the Chief Executive Officer of the requesting organization
- E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:
- 1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

<u>OR</u>

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

<u>OR</u>

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FORMAL SEALED BID PROPOSAL 93921-05248-060

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

<u>OR</u>

- 4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:
- Non-residential domestic violence services under the New York Social Services Law,
- ii. Services under the Home Energy Assistance Program (HEAP) Preventive services for children pursuant to the New York Social Services Law Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

- 5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.
- F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.
- G. The notarized signature of the requesting organization's Chief Executive Officer.
- v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.
- A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.
- B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.
- C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance Attention: Living Wage Waiver Request Office One West Street – 4th Floor Mineola, New York 11501

- c. Waiver and Procurement
- i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.
- ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.
- d. Review Procedures
- i. Review of a request for a waiver must be made by the Office of Compliance.
- ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.
- iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.
- iv. During such thirty-day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.
- e. Post-Award Review
- i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.
- ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

- 5. Inter-Governmental Agreements
- a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

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b. <u>County Financial Assistance Agreements and County Leases</u>. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

- a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.
- b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:
- i. Any determination by the County Comptroller that the contractor has violated any provision of the Law,
- ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

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FORMAL SEALED BID PROPOSAL 93921-05248-060

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970. BIDDER SHALL STATE WARRANTY PERIOD: 30 days NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point. BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE: COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding. The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel. with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order. The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage. Bidder shall list below the Insurance Company(s) holding the following documents: appendix C A) Certificate of Insurance name the County of Nassau as co-insured: Or B) Certificate of Insurance with indemnification agreement (hold harmless clause): NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

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GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

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FORMAL SEALED BID PROPOSAL 93921-05248-060

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE REA	AD THE NASSAU COUN	ITY NOTICE, AND FURTHER CERTIFY T	HAT ITEMS NUMBERED
W/A		CONTAIN ANY TOXIC SUBSTANCES.	6
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Signature		Title	Date

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

is May	day of <u>3</u>	, 20 <u>18</u>	as the act and deed of said Corporation o
dentifying Data:			
otential Contractor		R SPECIALISTS, I	UC.
ddress:			
treet: SUFF	olk court		
ity, Town, etc:	HAUPPAUGE, NY 1178	- 8	
elephone:	631-864-6699	Title	e: <u>N/A</u>
f applicable, respor	sible Corporate Officer		
lame	THE CAS	Titl	e Person
ignature:			Sign Here
		8 BID 07051 751 0 MM70	PRIATE PLACE SHALL RESUL

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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FORMAL SEALED BID PROPOSAL 93921-05248-060

GOVERNING LAW: 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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

https://eproc.nassaucountyny.gov/SupplierRegister

Specifications/Pricing:

Specification / Requirements

Categories Field Technician I Field Technician II Field Technician III Service Desk Technician I Service Desk Technician II Service Desk Technician III

Title: Categories and Support for IT Field Tech and IT Service Desk Support

Experience Descriptions

Field Technician

Field Technician I Level 1

- Individuals with three (3) or more years but less than five (5) years of experience within the specific Category Technical support, analysis, troubleshooting, diagnosis, testing, and deploying; Operating Systems, Desktop, Mobile Devices, Printers, Peripheral devices, Software, Wiring

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:	
LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDA HOLIDAY:	AY THROUGH SUNDAY OR ANY COUNTY
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES $\frac{34}{34}$.89
	\$
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	24 00		
B2) REGULAR HOURLY RATE	at \$ <u>34-89</u> /hr.		
B3) EACH ADDITIONAL QUARTER HOUR	at \$ \(\frac{9.73}{1/4} \) hr.		
PARTS:			
B4) MANUFACTURER'S COST \$			
B5) COST PLUS \$ +10/item			
Vendor agrees, if requested, to provide the user department, the County Department with copies of such manufacturer's list price. The cost-plu manufacturer's list price, and when billing is accompanied by a written issue price lists or that the particular item(s) in question do not have a	s rate stated above will be paid only when there is no notice from the part manufacturer advising that it does not		
WARRANTY PERIOD: On Service, Repair Rendered			
PARTS: 30 days			
LABOR: 30 days			
OVERTIME RATES: ALL OTHER TIMES BETWEEN 7:01 PM - 6	:59 AM MONDAY THROUGH SUNDAY		
B6) MINIMUM CHARGE (IF ANY)	s 48.15		
B7) REGULAR HOURLY RATE	at \$ 48.15 /hr.		
B8) EACH ADDITIONAL QUARTER HOUR	at \$_12.03_/4 hr.		
RESPONSE TIME	HRS		
EMERGENCY RATES: ALL OTHER TIMES BETWEEN 7:01 PM			
B9) MINIMUM CHARGE (IF ANY)	<u>\$ 48.15</u>		
B10) REGULAR HOURLY RATE	\$ 48.15 at \$ 48.15 /hr.		
B11) EACH ADDITIONAL QUARTER HOUR	at \$ 12.03 /4 hr.		
RESPONSE TIME	HRS		
Field Technician II Level 2 - Individuals with five (5) or more years but less than ten (10) years of experience within the specific Category Technical support, analysis, troubleshooting, diagnosis, testing, and deploying; Operating Systems, Desktop, Mobile Devices, Printers, Peripheral devices, Software, Wiring			
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.		
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BIDDER	TITLE		

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M HOLIDAY:	. MONDAY THROUGH SUNDAY OR ANY COUNTY
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES _	39.99
B2) REGULAR HOURLY RATE	at \$_39.99 /hr.
B3) EACH ADDITIONAL QUARTER HOUR	at \$ 10.00 /1/4 hr.
PARTS:	
B4) MANUFACTURER'S COST \$	<u> </u>
B5) COST PLUS \$ + \$10/item	
Vendor agrees, if requested, to provide the user department, the C Department with copies of such manufacturer's list price. The cos manufacturer's list price, and when billing is accompanied by a wrissue price lists or that the particular item(s) in question do not have	itten notice from the part manufacturer advising that it does not
WARRANTY PERIOD: On Service, Repair Rendered	
PARTS: 30 days	
LABOR: 30 days	
OVERTIME RATES: ALL OTHER TIMES BETWEEN 7:01 PM	1 – 6:59 AM MONDAY THROUGH SUNDAY
B6) MINIMUM CHARGE (IF ANY)	\$ 55.19
B7) REGULAR HOURLY RATE	at \$ 55.19 /hr.
B8) EACH ADDITIONAL QUARTER HOUR	at \$ 13.80 / 1/4 hr.
RESPONSE TIME	HRS
EMERGENCY RATES: ALL OTHER TIMES BETWEEN 7:01	PM – 6:59 AM MONDAY THROUGH SUNDAY
B9) MINIMUM CHARGE (IF ANY)	<u>\$ 55.19</u>
B10) REGULAR HOURLY RATE	at \$ 55.19 /hr.
B11) EACH ADDITIONAL QUARTER HOUR	at \$ 13. 80 / 1/4 hr.
RESPONSE TIME	<u> </u>
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVE	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 93921-05248-060

Field Technician III Level 3

- Individuals with ten (10) or more years' experience within the specific Category Technical support, analysis, troubleshooting, diagnosis, testing, and deploying; Operating Systems, Desktop, Mobile Devices, Printers, Peripheral devices, Software, Wiring

DI	AND	CTIME	AND	MATERIALS	DDICING	CCHEDIII E
$\mathbf{r}_{\mathbf{L}}$	AIN D	LIMIL	\mathbf{AND}	MAILKIALS	IRIUING	SCHEDULE

LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M HOLIDAY	. MONDAY THROUGH SUNDAY OR ANY COUNTY
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES _	51.88
	\$
DOLDECHI AD HOUDI V DATE	at \$ 51.88 /hr.
B2) REGULAR HOURLY RATE	
B3) EACH ADDITIONAL QUARTER HOUR	at \$ 12.97 /4 hr.
PARTS:	
B4) MANUFACTURER'S COST \$	
B5) COST PLUS \$ + \$ 10/item	<u> </u>
Vendor agrees, if requested, to provide the user department, the Co- Department with copies of such manufacturer's list price. The cos manufacturer's list price, and when billing is accompanied by a wr issue price lists or that the particular item(s) in question do not have	t plus rate stated above will be paid only when there is no itten notice from the part manufacturer advising that it does not
WARRANTY PERIOD: On Service, Repair Rendered	
PARTS: <u>30</u> days	
LABOR: <u>36</u> days	
OVERTIME RATES: ALL OTHER TIMES BETWEEN 7:01 PM	1 6:59 AM MONDAY THROUGH SUNDAY
B6) MINIMUM CHARGE (IF ANY)	\$ 71.60
B7) REGULAR HOURLY RATE	at \$
B8) EACH ADDITIONAL QUARTER HOUR	at \$ 17.90 / 1/4 hr.
RESPONSE TIME	HRS
EMERGENCY RATES: ALL OTHER TIMES BETWEEN 7:01	PM – 6:59 AM MONDAY THROUGH SUNDAY
B9) MINIMUM CHARGE (IF ANY)	\$ 71.60
B10) REGULAR HOURLY RATE	at \$ 71.60 /hr.
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVE	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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B11) EACH ADDITIONAL QUARTER HOUR	at \$ / 7.	<u>90</u> /4 hr.	
RESPONSE TIME		HRS	
Service Desk			
Service Desk Technician I Level 1 - Individuals with three (3) or more years but less th Technical support, analysis, troubleshooting, diagno consultation, communication of policy, research, do a Service Desk	sis, testing, probl	em escalation, proble	em resolution,
PLAN B (TIME AND MATERIALS) PRICING SCHEDU	LE:		
LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 HOLIDAY	P.M. MONDAY TH	ROUGH SUNDAY OR	ANY COUNTY
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDE	34.89		
	\$		
B2) REGULAR HOURLY RATE	at \$_ <i>34</i> 1	f. 89 /hr.	
B3) EACH ADDITIONAL QUARTER HOUR	at \$ 8.	f. 89 /hr. 73 /4 hr.	
PARTS:			
B4) MANUFACTURER'S COST \$			
B5) COST PLUS \$ + \$ /0/ jtem			
Vendor agrees, if requested, to provide the user department, the Department with copies of such manufacturer's list price. The manufacturer's list price, and when billing is accompanied by a issue price lists or that the particular item(s) in question do not	cost plus rate stated a written notice from	above will be paid only	when there is no
WARRANTY PERIOD: On Service, Repair Rendered			
PARTS: 30 da	ays		
LABOR: <u>30</u> d	lays		
OVERTIME RATES: ALL OTHER TIMES BETWEEN 7:01	PM – 6:59 AM MO	NDAY THROUGH SUN	NDAY
B6) MINIMUM CHARGE (IF ANY)	\$_	48.15 15 /hr.	
B7) REGULAR HOURLY RATE	at \$ 48.	15_/hr.	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DEL	IVERY WITHIN DOC	RS UNLESS OTHERWISE	SPECIFIED.
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FORMAL SEALED BID PROPOSAL 93921-05248-060

Dropovor my m	at \$ 12.03 /4 hr.
RESPONSE TIME	HRS
EMERGENCY RATES: ALL OTHER TIMES BETWEEN	7:01 PM ~ 6:59 AM MONDAY THROUGH SUNDAY
B9) MINIMUM CHARGE (IF ANY)	\$ <u>48.15</u>
B10) REGULAR HOURLY RATE	at \$ 48,15 /hr.
B11) EACH ADDITIONAL QUARTER HOUR	at \$ 12.03 / 1/4 hr.
RESPONSE TIME	HRS
Technical support, analysis, troubleshooting, diag	han ten (10) years of experience within the specific Category nosis, testing, problem escalation, problem resolution, locumentation, instruction, answering questions, operation o
PLAN B (TIME AND MATERIALS) PRICING SCHELL LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:0 HOLIDAY	DULE: 0 P.M. MONDAY THROUGH SUNDAY OR ANY COUNTY
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLU	DES 39.99
	\$\$
B2) REGULAR HOURLY RATE	at \$_39.99 /hr.
B3) EACH ADDITIONAL QUARTER HOUR	at \$ /0.06 /4 hr.
PARTS:	
PARTS: B4) MANUFACTURER'S COST \$	
B4) MANUFACTURER'S COST \$	
B4) MANUFACTURER'S COST \$ B5) COST PLUS \$ \(\frac{1}{\psi} \) \(\frac{1}{\psi} \) Wendor agrees, if requested, to provide the user department, Department with copies of such manufacturer's list price. T	the County Comptroller, or authorized representative of the Purchasing he cost plus rate stated above will be paid only when there is no y a written notice from the part manufacturer advising that it does not
B4) MANUFACTURER'S COST \$	the County Comptroller, or authorized representative of the Purchasing he cost plus rate stated above will be paid only when there is no y a written notice from the part manufacturer advising that it does not
B4) MANUFACTURER'S COST \$ B5) COST PLUS \$ \(\frac{1}{\pi} \) \(\frac{1}{\pi} \) \(\frac{1}{\pi} \) Wendor agrees, if requested, to provide the user department, Department with copies of such manufacturer's list price. To manufacturer's list price, and when billing is accompanied by issue price lists or that the particular item(s) in question do not be a significant to the particular item(s).	the County Comptroller, or authorized representative of the Purchasing he cost plus rate stated above will be paid only when there is no y a written notice from the part manufacturer advising that it does not not have a list price.
B4) MANUFACTURER'S COST \$	the County Comptroller, or authorized representative of the Purchasing he cost plus rate stated above will be paid only when there is no y a written notice from the part manufacturer advising that it does not not have a list price.

FORMAL SEALED BID PROPOSAL 93921-05248-060

LABOR: <u>30</u> da	ys
OVERTIME RATES: ALL OTHER TIMES BETWEEN 7:01 I	PM – 6:59 AM MONDAY THROUGH SUNDAY
B6) MINIMUM CHARGE (IF ANY)	\$ <u>55.19</u>
B7) REGULAR HOURLY RATE	at \$ <u>55. </u>
B8) EACH ADDITIONAL QUARTER HOUR	at \$ <u>1 3 8 0</u> / 1/4 hr.
RESPONSE TIME	HRS
EMERGENCY RATES: ALL OTHER TIMES BETWEEN 7:0	1 PM – 6:59 AM MONDAY THROUGH SUNDAY
B9) MINIMUM CHARGE (IF ANY)	\$ <u>55.19</u>
B10) REGULAR HOURLY RATE	at \$ 55,19 /hr.
B11) EACH ADDITIONAL QUARTER HOUR	at \$ 13.80 / 1/4 hr.
RESPONSE TIME	/ HRS
policy, research, documentation, instruction, answeri PLAN B (TIME AND MATERIALS) PRICING SCHEDUL LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 PHOLIDAY	Æ:
B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDE:	s 51-88
	<u> </u>
B2) REGULAR HOURLY RATE B3) EACH ADDITIONAL QUARTER HOUR	at \$ <u>51.88</u> /hr. at \$ /2.97 //4 hr.
,	74 III.
PARTS:	
B4) MANUFACTURER'S COST \$ B5) COST PLUS \$ + \$ /0/ifem	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELI	VERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 93921-05248-060

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Re	ndered
parts: <u>3</u>	O days
labor: <u>3</u>	<u></u>
OVERTIME RATES: ALL OTHER TIMES BET	TWEEN 7:01 PM – 6:59 AM MONDAY THROUGH SUNDAY
B6) MINIMUM CHARGE (IF ANY)	<u>\$ 71.60</u>
B7) REGULAR HOURLY RATE	at \$ 71.60 /hr.
B8) EACH ADDITIONAL QUARTER HOUR	at \$ 17.90 / 1/4 hr.
RESPONSE TIME	/ HRS
EMERGENCY RATES: ALL OTHER TIMES E	ETWEEN 7:01 PM – 6:59 AM MONDAY THROUGH SUNDAY
B9) MINIMUM CHARGE (IF ANY)	<u>\$ 71.66</u>
B10) REGULAR HOURLY RATE	at \$ 71.60 /hr.
B11) EACH ADDITIONAL QUARTER HOUR	at \$ 17,90 /1/4 hr.
RESPONSE TIME	HRS

NOTE:

- 1) VENDORS MUST BID ON ALL REQUIRED FIELD TECHNICIAN LEVELS I, II AND III AND ALL SERVICE DESK SUPPORT LEVELS I, II AND III. NO PARTIAL BIDS ALLOWED.
- 2) ANY PARTIAL BID RECEIVED FROM A VENDOR, WILL NOT BE ACCEPTED AND DEEMED INVALID.

***ANY QUESTIONS OR CLARIFICATIONS SHOULD BE PUT IN WIRITNG AND EMAILED TO KIMBERLY STANTON @ KSTANTON@NASSAUCOUNTYNY.GOV

ALL BIDS MUST BE F.C	D.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UN	LESS OTHERWISE SPECIFIED.
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Nassau County Field Tech and Service Desk upport

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VI.	DETAILED REFERENCES	13



Nassau County Field Tech and Service Desk Ipport

II. EXECUTIVE SUMMARY

Custom was incorporated in 1979 by its founder and current CEO Gregory Galdi. Over the past 38 years, we have evolved into a into a premier Northeast privately held technical services company comprised of over 260 employees, of which over 180 are in technical positions. We are a growing and and successful organization. Our Corporate Headquarters is in Hauppauge, New York; a modern 98,000 square foot facility



that includes a state of the art configuration center, a full-service repair department, a customer-training center, a state of the art NOC (Network Operations Center) a Technology Briefing Center and a warehouse that enables Custom to offer "Just-in-Time" Delivery Services. In addition, our full service branch office located in Lincoln, Rhode Island, as well as offices in New York City and Iselin, NJ, allows us to successfully provide our services throughout the entire Northeast.

As a leading technology service provider to the public and private sector throughout the New York Metropolitan area and greater Northeast, we are experts in the areas of technology consultation, planning, implementation and support. Our goal is simple; to help you do what you do better – our results speak for themselves.

- We enjoy over a 95% contract renewal rate with our IT Support clients
- Over 98% of our projects are completed on time and on budget

Our clients include State and local government, healthcare, corporate and the largest of public schools, such as: State of Rhode Island, Town of Newport, Nassau County, NY State Department of Environmental Protection (DEP), the NYC DOE, Northwell Health, to name a few.

Currently, Custom provides onsite and/or remote IT support solutions to over 100 Public Sector clients throughout New York and New England; and we provide consulting, project and/or procurement services to another 300+ Public Sector clients in the same region. With a solid foundation of technical resources and "old fashioned" integrity, Custom works with its clients to understand their business requirements, issues, and technology goals in order to deliver innovative yet practical solutions that provide the best value.



Nassau County Field Tech and Service Desk Ipport

III. INTRODUCTION

Thank you for the opportunity to submit a Field Technician and Service Desk Support response for Nassau County. The following narrative is to address questions or requirements within the bid that required additional information.

Custom Computer Specialists, Inc. ("Custom") prides itself on consistently providing the right people to meet our client's technology design, deployment and support requirements. Our success comes from our ability to hand-pick individuals ("Right People") coupled with our unyielding client focus ("Right Results").

As requested we have provided a list of resumes on the next page of the individual which will service your account. These are the main business contacts and not a sampling of the actual engineer, technical and service personnel we have. As noted below we have over 280 employees.

IV. RESUMES



James Szwed

Professional Summary

James is an IT Management professional with in depth experience in IT Operations, Desktop management and Service Desk. He is skilled in the management and integration of a wide variety of technologies.

- Expertise in operations and desktop support/management
- Sound judgment and management experience across a variety of roles
- Proficient in enterprise deployment, management and monitoring

Professional Experience

Customer Computer Specialists, Hauppauge, New York (2013-Present)

Program Manager

- Manage team of 20 from technicians, engineer, and coordinators
- Technical lead for PC replacements in Northwell Health's environment
- Assist with SOW creation and providing resources for projects
- Manage inventory of old and new assets
- Implement and create processes used for scheduling, configurations, and deployments
- Create weekly comprehensive reports of the program for over 100 locations
- Customize Filemaker database to help with reporting as needed

Technical Supervisor

- Supervised up to 20 technicians on Northwell Health refresh program
- First contact to end user prior to rolling out hardware at new locations
- Created documentation and shared with the rest of the team on new applications, processes, and hardware
- Created and Implemented new training structure for incoming technicians to the project
- Escalation point for technician team when encountering issues in the field

Team Lead; Senior Technician

- Lead a team of 3 technicians
- Surveyed old hardware that were eligible for replacement; noting software, printers, users, and peripherals used.
- Deployed new hardware to end-users; verifying replacement meets the previous requirements
- Troubleshoot issues as they occur or after a deployment has been completed
- White glove customer service to executives and directors

Technician – Philip Morris International

- Provide 1st, 2nd, and 3rd level support across various hardware platforms and software suites
- Applications used on a daily basis but not limited to: remote assistance, ticketing system (Service-NOW), Mobile Device Management, Active Directory, several in-house applications
- Assist executive employees with high priority tasks

James Szwed

- Work effectively with other technicians, both consultants and company employees, on an ongoing basis
- Knowledge of network infrastructure that include Microsoft Exchange, Cisco routers and switches, VoIP, servers, and several ISP connections.

Credentials

BS in Telecommunications Network Management, New York Institute of Technology

Professional Summary

Innovative and passionate leader with deep experience in IT Infrastructure, Applications, Support and Security operations. Over 25 years' experience in the science and practical application of developing and managing high performing teams in a variety of industries. Expertise in:

- IT Support and Project Management
- Development of data-driven metrics, KPI's, dashboards, and Quality Assurance
- Team and talent development

Professional Experience

Customer Computer Specialists, Hauppauge, New York (2006-Present)

Managing Director, Healthcare, Onsite Services and Assessment

- P&L Responsibility for division of 110 direct reports providing services to clients in Government, Higher Education and Healthcare
- Lead "C-Level" consultant for HIPAA, security, identity management and operations engagements
- Manage a dedicated HIPAA assessment and remediation team for largest health system in NY addressing security items including identity and credential management
- Provide strategic and tactical consulting for local colleges/universities in the deployment and configuration/integration of ERP's (Banner and CUNYfirst), DR/BCP, security, hardware deployment and support

Director, Support Services

- Serve as consulting CIO and Director of IT to clients in Higher Education and Healthcare
- Manage Security and IT Operations assessments and optimization projects with the goals of improving performance and reducing risk and expense
- Develop Strategic and Tactical plans with specific, time-bound, measurable action plans providing a roadmap toward service excellence
- Manage 10 onsite IT teams in Higher Education and Healthcare

Senior Manager, Support Services

- Manage onsite Help Desk, Desk-side support and Break/Fix support teams located onsite at various clients through the Northeast
- Responsible for the recruitment and performance management of onsite staff
- Responsible for contractual and Service Level Agreement compliance
- Training and career development of all onsite team members
- Account manager and Primary Point of Contact for clients

Technical Project Manager, Integration and Optimization Projects

- Served as lead business analyst / project manager for a long term Application Integration / Optimization Project on a multi-contractor team led by KPMG
- Project Managed multiple technology integration projects (Student Information Systems, EMR's, Active Directory, Exchange, Wireless and Wired Networks, ERP's and CA product suites)
- Project Managed multiple application integration, infrastructure, optimization and security efforts

Bloomberg LP, New York (1999-2006)

Managing Director, Regional Operations Management

- Hired into Bloomberg to join a newly formed group called Regional Operations Management (ROM) created by the Global COO. Promoted to Managing Director with 9 of the 18 ROMs reporting to me. The group had two primary objectives; to serve as a high level Customer Service Advocate and point of escalation for all accounts within an assigned region, and to re-engineer the Customer Service model
- Process mapped Customer Service procedures across seven customer facing departments and created the model to provide transparency into all client issues and interactions across departments by consolidating the disparate ticketing systems
- Re-engineered seven ticketing systems into a single platform which allowed an agent from Accounts Receivable for example to "flip" a ticket to an agent in another department while remaining as an owner and receiving updates. This allowed for tremendous gains in efficiency, reduced duplication across multiple ticketing systems and dramatically reduced client frustrations (previously an agent from one department would open a ticket for another department and there was a lack of continuity and ownership)
- Implemented the practice and model for Quarterly service reviews. Each quarter a presentation summarizing key Help Desk statistics were presented to major accounts
- Promoted to co-manager of the ROM group, responsible for the performance of eight Regional Operations Managers

Senior Manager, Installations

- As the head of London sales was promoted to CEO, the Global COO (an American) was pushed out and the Regional Operations Managers were disbanded under the premise that Europe functioned well without the group. Moved into Help Desk Manager role at that point
- Served as the "owner" of Help Desk performance and was frequently asked to explain call trending and provide forecasting to the Chairman
- Developed Help Desk management reporting used by senior management, this
 reporting format was then adopted by other lines of business and is reviewed weekly by
 the Chairman and CEO
- Standardized service delivery mechanisms by; implementing "auto-fields" and
 "required-fields" for particular call types in the ticketing system, developing explicit field
 technician dispatch criteria, developing explicit prioritization criteria and developing a
 robust training and development program
- Served as an escalated point of contact for Customer Service issues
- Coached and managed supervisory and line staff members
- Project Managed relocation of the Help Desk from 500 Park Avenue to the current Lexington Avenue location

Aon Consulting, New York (1993-1999)

Senior Manager, Call Center Performance Improvement

 Founding manager of business unit providing Performance Improvement services to Help Desk and Call Center clients. Started operations in 1997 with an original staff of five and one client and expanded to over 70 full and part time employees and 30 clients by 1999

- Created standardized methodologies for conducting engagements
- Project managed the design, build-out and implementation of a 200 seat Call Center
- Managed the internal effort to attain ISO 9000 certification
- Managed P&L and client relationships

Consultant, Program Manager, American Express

- Over two year's onsite at American Express Call Center and help desk implementing a
 variety of process and technology improvements. Pre/Post testing of Customer
 Satisfaction ratings showed a consistent increase in satisfaction with overall experience
 climbing a total of 12 basis points over the 2 years
- Responsible for establishing and measuring Service Level Agreements (SLAs) for specific lines of business (i.e. Gold Card agents were held to different service standards then Green Card agents)
- Developed key performance indicators and performance monitoring forms to measure agent performance at the individual, team and Call Center level
- Led a team that collected performance data throughout the month and produced monthly, quarterly and annual performance summaries. Conducted statistical analyses monthly to correlate internal performance metrics with customer satisfaction surveys (correlations were strong, over time the key performance indicators could accurately predict customer satisfaction results)
- Developed targeted improvement plans focused on improving specific customer service behaviors (i.e. adjusting pace, recapping, etc). Managed a team that delivered one-onone feedback to individual agents
- Developed and delivered "Quarterly Competency Reviews" high level overviews of performance trended over time. The reviews were delivered to Call Center staff as well as senior management
- Streamlined legacy workflows dramatically reducing turnaround times for internal technician dispatches and equipment returns

Credentials

MS in Statistics and Organizational Development, Columbia University
BA in Psychology, Saint Joseph's College (Graduated first in Department)
President, Help Desk Institute (HDI) Long Island Chapter (2008-Present)
Support Center Director Certified (HDI)
HCISPP Certified
Cisco CSE Certification
ITIL Foundations Certified
PMP Certification (expired)
Certified Functional Consultant, Clarity Project Portfolio Manager
Member, Project Management Institute
Member, American Society for Quality
New England Disaster Recovery Exchange
Sigma lota Chi society member

Recent Presentations

Leveraging a Maturity Model to Manage Security in IT Operations; New Jersey School Boards Association) Annual Technology Conference, 2017.

Taking the Data Collection Plunge: A Data Warehousing and Reporting Success Story; Long Term and Post Acute Care (LTPAC) Summit, American Health Information Management Association, 2015.

Managing Enterprise Governance in the Mobile Age; NERCOMP, Educause, Rhode Island, 2015

The Turnaround CIO, Using a Maturity Model to guide IT in Crisis; CIO Summit, 2012. (Copresented along with Neil Nickolaisen from CIO magazine).

A Standardized Approach Toward Security Risk Assessment using the CISSP Model; 1st Annual Security Summit, 2012. (Co-presented along with Shawn Henry, Executive Assistant Director of FBI's Criminal Cyber Response and Services Branch).

Managing Mobile Devices in the Classroom; Nassau County Board of Cooperative Educational Services (BOCES), Technology Summit, 2011.

Connected Technology in the Classroom; Balancing it All; New York State School Boards Association (NYSSBA) Annual Conference 2011.

Pamela Davis

Professional Summary

Pam has over 15 years of Operations, Client and Project Management experience in Financial Services and K-12 Educational environments. She joined Custom in March of 2010 as a Technical Team Lead in an Onsite Engagement, and has held several progressively responsible positions since. She manages the Onsite Support Teams for all of Custom's K-12 Educational clients in New York and New England, comprised of between 35 and 40 technical resources at any given time.

Pam combines a diverse management background, client-service focus, and technical skillset to ensure the highest caliber service delivery experience to her customer base. She holds various technical and industry certifications, and regularly participates in meetings of the Long Island Chapter of the Help Desk Institute and other industry conferences.

Professional Experience

Title: Senior Manager

Role: Team Performance and Service Operations Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER				CONTACT Allison Fischer							
Aπ	hur J. Gallagher Risk Management e Jericho Plaza, Suite 200	Serv	ices,	inc.	PHONE (A/C, No, Ext): 516-622-2539 FAX (A/C, No):						
Jericho NY 11753				E-MAIL ADDRESS: Allison_Fischer@ajg.com							
'	001101101141 11700				INSURER(S) AFFORDING COVERAGE NAIC #						
					INSURER A : Great Northern Insurance Company					20303	
INSU	RED				INSURER B: Federal Insurance Company					20281	
	stom Computer Specialists, Inc.									20346	
	Suffolk Court uppauge, NY 11788				INSURER C : Pacific Indemnity Company					22667	
ı ıa	uppauge, NY 11766				INSURER D : ACE American Insurance Company					22007	
-						INSURER E:					
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IN C E	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
Α	X COMMERCIAL GENERAL LIABILITY			36028758		6/25/2018	6/25/2019	EACH OCCURRENCE	\$ 1,000,0	00	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,0		
								MED EXP (Any one person)	\$ 10,000		
								PERSONAL & ADV INJURY	\$ 1,000,0	00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,0	***	
	X POLICY PRO- JECT LOC						į	PRODUCTS - COMP/OP AGG	\$2,000,0		
	OTHER:							EBL AGGREGATE	\$ 1,000,0		
Α	AUTOMOBILE LIABILITY			73589393		6/25/2018	6/25/2019	COMBINED SINGLE LIMIT	\$ 1,000,0		
	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$		
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
В	X UMBRELLA LIAB X OCCUR			79896126		6/25/2018	6/25/2019				
J	Havanaa			18080 20		0/20/2010	0/20/2019	EACH OCCURRENCE	\$ 10,000,		
	V OLAIMO-MADE							AGGREGATE	\$ 10,000,	000	
С	DED X RETENTION \$ 10,000			7175 65 20		044 (0047	8/1/2018	V PER OTH	\$		
C	AND EMPLOYERS' LIABILITY Y/N			7175 09 20		8/1/2017	0/1/2016	X PER STATUTE OTH-			
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L., EACH ACCIDENT	\$ 1,000,0		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0	00	
	if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0		
D	Errors & Omissions Claims Made Cyber Liability			G29524269 001		6/25/2018	6/25/2019	Per Occurrence Aggregate Incl. in above	6,000,0 6,000,0		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured Coverage is afforded by form#80-02-2367 05/07 Nassau County are included as additional insured with respect to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.											
CERTIFICATE HOLDER CANCELLATION											
UE	TIIFICATE HOLDER				CANU	ELLATION					
Nassau County One West Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Mineola NY 11501				AUTHORIZED REPRESENTATIVE							
USA				Red Tamplette							



Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED, HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO)

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

Policy Period

JUNE 25, 2017 TO JUNE 25, 2018

Effective Date

JUNE 25, 2017

Policy Number

3602-87-58

Insured

CUSTOM COMPUTER SPECIALISTS INC

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

JUNE 30, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who is An insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
 contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
 expense for injury or damage, to which this insurance applies, that the person or organization
 would have in the absence of such contract or agreement.



Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO)

All other terms and conditions remain unchanged.

Authorized Representative



12-55 200°



FORMAL BID RECOMMENDATION

BID NUMBER: 93921-05248-060

OPEN May 24, 2018

TITLE: Field Technician and Service Desk Support

DATE: June 21, 2018

TO: Kimberly Stanton, Buyer FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results
Date: June 21, 2018	Item	Bidder
To: Supervisor From: Kimberly Stanton, Buyer	001	Recommend that an award be given to
		Custom Computer Specialists, Inc. as
List of recommended awards in accordance with the		the lowest responsible bidder meeting
attached summary is shown in column at right. The reason for award to other than low bidder is indicated		specification and bid terms for all items
on the reverse side of this page.		listed.
, Buyer		
	<u> </u>	
Date:		
<u> </u>		
To: Director From: Supervisor		
Concur Disagree (See Reverse)		
Date: @ / \times \ / \time		
To: Buver—A From: Director		
To: Buyer From: Director Approved for Award		
/		
Hold award pending discussion		
Subject to Legislature Approval		
Cal each		
Director		
		· · · · · · · · · · · · · · · · · · ·

Stanton, Kimberly

From:

Stanton, Kimberly

Sent:

Wednesday, May 30, 2018 9:37 AM

To:

Stanton, Nancy

Cc:

Schlenoff, Michael R; Colasurdo, Claudia; Barnett, Susan M; Bautista, Erick; Dolan, Kathleen;

. V_{i.} ·

Demaio, Alex; Lester, Andrew

Subject:

Formal Bid #93921-05248-060 - Field and Service Desk Technician

Good Morning Nancy,

Upon Andrews review of the bids, we had a few questions that needed clarification from the vendor CNC Consulting. Please see their response below.

Kimberly,

- 1. Q You did not enter in a Manufacturers cost or Cost Plus for the parts. Please explain.
 - A We didn't enter the cost because we only do hourly rate for the resources. We don't do parts.
- 2. Q You did not enter the Warranty Period for the parts. Please explain.
 - A We don't provide parts.
- 3. Q Please confirm that there is NO minimal call out charge, since you have entered \$0.00.
- 4. Q I also need you to confirm if you will have a dedicated technician available to us Monday thru Friday, to include any overtime or emergency hours that

might be required, as per the specs. Please advise.

A - 3 & 4. Our understanding of the proposal was to provide the resources on an as needed basis. If that was not the basis of the RFP then we may have responded

to wrong services.

Please review and advise how we are to proceed. If you have any additional questions, please let me know and I will ask Andy @ CNC Consulting.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing

1 West Street Mineola, NY 11501 Phone: 516-571-6679 Fax: 516-571-4263

Email: kstanton@nassaucountyny.gov





Please consider the environment before printing this email