

Staff Summary A-46-2019

Subject: Reso		ent Supplie S/B # 340°			Date: June 11,	2010		***
Department: Office of Puro		- 2/2 0 0	12 002	02 050)	Vendor Na Roco Res	ame:	· · · · · · · · · · · · · · · · · · ·	
Department l	Head Name				Contract A-46-201	Number:		
Department I	Head Signa	tune Jou	lue	ai	Contract	Manager Name iminera, Buyer		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
P	roposed Les	gislative Act	ion			Internal	Approvals	
То	Date	Approval	Info	Other	Date & Init.	Approval	Date & Init.	Approval
· Assgn		i				Dept. Head		

Narrative

Comm Rules

Comm Full Leg

Purpose: To authorize and award a Purchase Order for Rescue Equipment Supplies & Accessories for the Nassau County Police Department.

<u>Discussion:</u> This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board:

34 Vendors viewed the bid

0 Woman Owned

2 Minority

0 Small Business

County Atty.

0 Service-Disabled Veteran Owned

0 Veteran Owned

1 Vendors bid on this solicitation

0 Woman Owned

0 Minority

0 Small Business

0 Service-Disabled Veteran Owned

0 Veteran Owned

A copy of the bid was sent to Minority Affairs.

Impact on Funding: The maximum amount authorized under this purchase order is One hundred Sixty-Two Thousand Ten Dollars (\$162,010) from grant funds.

Recommendation: Office of Purchasing recommends an award be given to Roco Rescue Inc., as the lowest responsible vendor meeting specifications.

FROVED:

CABURANCE SECTION

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TATE RESIDENCE AS

Budget

Deputy C.E.

3018 701 -8 b n: 25

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COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-46-2019

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

JUNE 11, 2019

SUBJECT: RESOLUTION-THE NASSAU COUNTY POLICE DEPT.

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE HUNDRED SIXTY TWO THOUSAND, TEN DOLLARS (\$162,010.00) FOR RESCUE EQUIPMENT SUPPLIES AND ACCESSORIES ON BEHALF OF THE NASSAU COUNTY POLICE DEPT. TO ROCO RESCUE, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR THE NASSAU COUNTY POLICE DEPT.

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

VB: gb

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



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 POLICE DEPT. AND ROCO RESCUE, INC.

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

PURCHASING has received competitive bids 34072-05239-093 for Rescue Equipment Supplies and

Accessories as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>Roco Rescue</u>, <u>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 Purchase Order with Roco Rescue, Inc.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO X If yes, to what campaign con	nmittee?
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	oal of the consultant, contractor or Vendor authorized as a
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	d and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contribution made freely and without duress, threat or any promise of a remuneration.	oution(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or
Electronically signed and certified at the date and time indic Aimee D Sims [SEISWORTH@ROCORESCUE.COM]	ated by:
Dated: 05/22/2019 09:30:57 AM	Vendor: Roco Rescue, Inc.
	Title: Vice President



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
2. 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:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None
6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
YES NO X If yes, to what campaign committee? If none, you must so state:

l understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to Page 1 of 3 Rev. 3-2016

be posted on the County's website.

Electronically signed and certified at the date and time indicated by:

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

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

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

Teresa \	Wilson [SEISWORTH@ROCORESCUE.COM	[]	W	
Dated:	05/22/2019 09:55:23 AM	Vendor:	Roco Rescue, Inc.	
		Title·	CSR	

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 ratemaking 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.

Page 3 of 3

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: Kay L Goodwyn			
	Date of birth: 11/01/1955	, mart		
	Home address: 5134 Riverbend Boulevard			
	City: Baton Rouge Business Address: 7077 Exchequer Drive	State: <u>LA</u>	Zip Code:	70809
	City: <u>Baton Rouge</u> Telephone: (800) 647-7626	State: LA	Zip Code:	70809
	Other present address(es):			
	City: Baton Rouge	Ct-t LA	7' 0 -	
	Telephone: (800) 647-7626	State: LA	Zip Code:	70809
	List of other addresses and telephone numbers at	to also al		
2.	Positions held in submitting business and starting President 05/28/1999	date of each (check all appli Treasurer	cable)	
	Chairman of Board	Shareholder		
	Chief Exec. Officer	Secretary	11/10/1988	
	Chief Financial Officer	Partner		
	Vice President 11/10/1988			
3.	(Other) Do you have an equity interest in the business sub	mitting the questions in 2		
0.	YES X NO If Yes, provide detail			
	100% - Purchase Date 04/16/1989			
	10070 1 dionase Bate 04/10/1005			
4.	Are there any outstanding loans, guarantees or an contribution made in whole or in part between you YES NO X If Yes, provide detail	and the business submitting	ase or any other typ g the questionnaire?	e of
5.	Within the past 3 years, have you been a principal other than the one submitting the questionnaire? YES NO X If Yes, provide detail		ness or notfor-profit	organization
6.	Has any governmental entity awarded any contrac 3 years while you were a principal owner or officer YES NO X If Yes, provide detail	?	tion listed in Section	5 in the past

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.

a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts
ν.	cancelled for cause?
	YES NO X If yes, provide an explanation of the circumstances and corrective actio taken.
_	
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 X If yes, provide an explanation of the circumstances and corrective action taken.
	tanon.
d.	Been suspended by any government agency from entering into any contract with it; and/or is any account pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
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east 7 years nitiate YES all questi a. b.	year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever de? NO X If 'Yes', provide details for each such instance. (Provide a detailed response setions check "Yes". If you need more space, photocopy the appropriate page and attached it to the onnaire.) Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken. Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken. Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other can element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
10.	been prose to act	dition to the information provided in response to the previous questions, in the past 5 years, have you the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local cuting or investigative agency and/or the subject of an investigation where such investigation was related ivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed ponse to Question 5? NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	to Qu type c	dition to the information provided, in the past 5 years has any business or organization listed in response estion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other of investigation by any government agency, including but not limited to federal, state, and local regulatory cies while you were a principal owner or officer? NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	had a	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 ny sanction imposed as a result of judicial or administrative proceedings with respect to any professional se held? NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For th	te past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Kay L Goodwyn , hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Kay L Goodwyn , hereby certify that I have read and understand all the
items contained in this form; 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 form; 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 form as additional
inducement to enter into a contract with the submitting business entity.
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.
WARNING THE FALSE STATEMENT TO CRIMINAL CHARGES.
Roco Rescue Inc
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Kay L Goodwyn [SEISWORTH@ROCORESCUE.COM]
President
Title
05/22/2019 09:47:45 AM
Date

Business History Form

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

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

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

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

Date	9: 05/22/2019
1)	Proposer's Legal Name: Roco Rescue Inc
2)	Address of Place of Business: _7077 Exchequer Drive
	City: Baton Rouge State: LA Zip Code: 70809
3)	Mailing Address (if different):
	City: State: Zip Code:
	Phone:
	Does the business own or rent its facilities? Rent If other, please provide details:
4)	Dun and Bradstreet number: _06-469-4094
5)	Federal I.D. Number: 72-0941834
6)	The proposer is a: Corporation (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business? YES NO X If yes, please provide details:
8)	Does this business control one or more other businesses? YES NO X 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 X If yes, please provide details:
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO X 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 X If yes, state date, court jurisdiction, amount of liabilities and amount of assets

Page 1 of 5

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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
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 X If yes, provide details for each such investigation, an explanation of the
14)	Circumstances and corrective action taken. 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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES NO _X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
10)	

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

	questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
17	Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please ex state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. None
	 (ii) Any family relationship that any employee of your firm has with any County public servant that create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassa County. None (iii) Any other matter that your firm believes may create a conflict of interest or the appearance or
	conflict of interest in acting on behalf of Nassau County. None b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict interest would not exist for your firm in the future. Nassau County officials will be notified immediately if a conflict arrises. Chapter 3.4 of the conflict arrises.
Α.	Employee Handbook covers conflict of interest/business ethics. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extended in your profession. Any prior similar experiences, and the results of these experiences, must identified.
	Have you previously uploaded the below information under in the Document Vault? YES NO X
	Is the proposer an individual? YES NO X Should the proposer be other than an individual, the Proposal MUST include:
	i) Date of formation; 05/30/1982
	 Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain. Kay L Goodwyn - Single owner 7077 Exchequer Drive Baton Rouge, LA 70809
	iii) Name, address and position of all officers and directors of the company. If none, explain.
	iv) State of Incorporation (if applicable);
	v) The number of employees in the firm;
	vi) Annual revenue of firm; 10000000

es for ty to	or whom the Proposer has provided single perform this work.
	
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-	

Telephone Fax #

(800) 235-5741

E-Mail Address jsmallwood@cmcpro.com



May, 22, 2019

To whom it may concern:

Below is a list of names and addresses of all principals; that is, all individuals serving on the Board of Directors.

7077 Exchequer Drive Baton Rouge, LA 70809-4904

T (225) 755-7626 F (225) 754-7626 (800) 647-7626

RocoRescue.com

Kay L Goodwyn - President 7077 Exchequer Drive Baton Rouge, LA 70809 800-647-7626

Aimee D Sims - Vice President 18639 Perkins Road #17 Prairieville, LA 70769

Carroll Campbell – Customer Relations Director 13684 Brown Road Baker, LA 70714



COUNTY OF NASSAU

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

Name of the Entity: Roco Rescue Inc		
Address: 7077 Exchequer Drive		
City: Baton Rouge	State: LA	Zip Code: _70809
2. Entity's Vendor Identification Number: 72	-0941834	
3. Type of Business: Other	(specify) Single ow	ner, C Corp taxed as S Corp
4. List names and addresses of all principals; body, all partners and limited partners, all corpofficers of limited liability companies (attach a	porate officers, all parties of Joint Ve	Board of Directors or comparable entures, and all members and
See attached file(s): YES NO X		
5. List names and addresses of all shareholde individual, list the individual shareholders/part 10K in lieu of completing this section. If none, explain.	ers, members, or partners of the firm ners/members. If a Publicly held Co	i. If the shareholder is not an rporation, include a copy of the
None - Single owner		
6. List all affiliated and related companies and "None"). Attach a separate disclosure form for performance of this contract. Such disclosure previously disclosed that participate in the per None	r each affiliated or subsidiary compa shall be updated to include affiliated	ny that may take part in the
7. List all lobbyists whose services were utilize "None." The term "lobbyist" means any and end to influence - or promote a matter before - Na legislators or committees, including but not lin Commission. Such matters include, but are not property subject to County regulation, procure employee, counsel or agent of the County of I	very person or organization retained ssau County, its agencies, boards, on the tent of the Open Space and Parks of limited to, requests for proposals, ements. The term "lobbyist" does not Nassau, or State of New York, when this matter?	l, employed or designated by any client commissions, department heads, Advisory Committee and Planning development or improvement of real t include any officer, director, trustee, a discharging his or her official duties.
(a) Name, title, business addre	ss and telephone number of lobbyis	i(s):
(b) Describe lobbying activity o	f each lobbyist. See below for a com	nplete description of lobbying activities.
V1. Of-f-1.	person/organization is registered as	a lobbyist (e.g., Nassau County, New
8. VERIFICATION: This section must be signatory of the firm for the purpose of execut	ed by a principal of the consultant, c ing Contracts.	ontractor or Vendor authorized as a

Page 1 of 3

The undersigned affirms and so swears that he/she ha	s read and understood the foregoing statements and they are, to
his/her knowledge, true and accurate.	, ,
	* 19 4 a p

Electronically signed and certified at the date and time indicated by: Teresa Wilson [SEISWORTH@ROCORESCUE.COM]

Dated:

05/22/2019 11:53:20 AM

Title:

CSR

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.



May, 22, 2019

To whom it may concern:

Below is a list of names and addresses of all principals; that is, all individuals serving on the Board of Directors.

7077 Exchequer Drive Baton Rouge, LA 70809-4904

T (225) 755-7626 **F** (225) 754-7626 **(800) 647-7626**

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Kay L Goodwyn - President 7077 Exchequer Drive Baton Rouge, LA 70809 800-647-7626

Aimee D Sims - Vice President 18639 Perkins Road #17 Prairieville, LA 70769

Carroll Campbell – Customer Relations Director 13684 Brown Road Baker, LA 70714



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 34072-05239-093

Dated: 05/02/19

BID OPENING DATE 05/23/19 11:00 A.M. E.D.T.

BUYER

Deirdre Ciminera

TELEPHONE 516-571-5820 REQUISITION NUMBER GFFIED OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Rescue Equipment Supplies and Accessories

4 2019

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

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 INVITA-TION 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 Police Department

GUARANTEED DELIVERY DATE

42-56

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER: そのローレザフーフはこし BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER ROCO RESCUE In	
ADDRESS A	NP.
CITY Baton Rouge STATE LA	ZIP CODE 70809 TELEPHONE 800-647-7624
SIGNATURE OF AUTHORIZED INDIVIDUAL	PRINT OR TYPE 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 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 furnished 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 the bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be flumished, 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 have 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.
- (e) 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.
- 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 a 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: Koco Kescue, Inc.	
Address: 7077 Exchequer Drive, Buton Rouge, LA	70809
Telephone No: 800 - 647-7626 Fax No: 225-754-7626	
1. State Whether: A Corporation S Corporation	
Individual	
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.
- 3) 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 WI	THIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE _	Cline N. Sim	
	BIDDER	TITLE

TITLE

		QUALIFICATION	STATEMENT		
BIDDER'S NAME: Ro	co Resche	Inc.			
ADDRESS:	Excheque	er Dave	e Buton Ro	uge, LA 70809	
1. STATE WHETHER:	CORPORATION	<u> </u>	INDIVIDUAL	U	
2. IF A CORPORATION PRESIDENT VICE PRESIDENT SECRETARY TREASURER	y L. Goodu mee D. Sin	v2 v3	ADDRESS(S) OF OFFIC	CER(S) OR MEMBER(S)	
3. HAVE YOU FILED A IF SO WHEN?	QUALIFICATION STATI	EMENT WITH TH	IE COUNTY OF NASSAU	15 No	
5. HAVE YOU, OR YOU IF SO, WHERE AND 6. IN WHAT OTHER LI	OR FIRM, EVER FAILED WHY? THES OF BUSINESS ARE THES IN CESCUE	YOU OR YOUR	NY WORK AWARDED T	PRESENT NAME? 37 TO YOU? No Rescue Training; , climbing, rope of	
JENVICES (S	tand by rescu	e)		ATION RELATING TO THE	
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE TYPE OF WO	ORK CAPAC	CITY
Chad Roberso	an Dir. of Ima	18	3000+ St		Inst.
Josh Hill	Coo	25	" "	die Haming Chases	
8. IN WHAT MANNER I	HAVE YOU INSPECTED	THIS PROPOSEI	WORK? EXPLAIN IN	DETAIL	
35+years of	- continual a	nalysis an	d improvement	ts to corricular	<u>v\</u>
techniques, a	nd equipmen	+ selection	ns Roco's tea	heanel comprise	edof
nine subject and military re	t matter expension	ents in to	aining, safet and approves	Y, CSRT Stand by	rescue, ral updates
ALL BIDS MUST BE F.O	B. DESTINATION AND IN	CLUDE DELIVERY	WITHIN DOORS UNLESS	OTHERWISE SPECIFIED.	uplementati
BIDDER SIGN HERE _	Une Bibbi	L. Sim	#ix	nee D. SIMS	<u> V.P</u> .

FORMAL SEALED BID PROPOSAL 34072-05239-093

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
Josh C. Hill COO
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: Con Edison ADDRESS:
TELEPHONE: 917-440-3075 CONTACT PERSON Charlie De Salvo CONTRACT DATE: YEARLY / ONGOING
2. REFERENCE'S NAME: NYPD ESU ADDRESS:
TELEPHONE: 718-546-1751 CONTACT PERSON Buddy Bush CONTRACT DATE: Yearly longoing
3. REFERENCE'S NAME: CMC Rescue ADDRESS: 6740 Cortona Drive Goleta CA 93117
TELEPHONE: 800-235-5741 CONTACT PERSON
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE United Sim U. P. TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 34072-05239-093

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 PELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE V. F. TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

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PLEAS	SE CHECK ONE:		
N	By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.		
OR			
	I am unable to certify that the Bidder does not appear on th to paragraph (b) of subdivision 3 of Section 165-a of the Sta signed statement setting forth in detail why I cannot so cert	ite Finance Law. I have attached a	
Dated:	Pri	Int Name: Aimee D. Sims ont Title: V. P.	

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, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, 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 34072-05239-093

- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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,

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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.

Prohibition of Gifts. 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.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

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.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627;

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the <u>Lobbyist Registration and Disclosure Form</u>, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.
- As an alternative to submitting the Disclosure Forms in the Nassau County Vendor Portal, a bidder may submit a hard copy of the Disclosure Forms with their bid. A bidder may obtain a hard copy of the Disclosure Forms by contacting the Buyer.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract

document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All 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 Ordinance # 72-2014.

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

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Excise Taxes. Federal Exemption #A-109538

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any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

FORMAL SEALED BID PROPOSAL 34072-05239-093

governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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	-56	Days A/R	'O.
Delivery shall be made ONLY upon Direct Purchase Order(s) from a us bidder. Purchase Order and Direct all deliveries.	ing agency authorized to us Purchase Order shall indica	e the Blanket Order which te the destination address	will be issued to the successful Inside delivery is required on
Bidders agree that all orders shall the Contractor at the address show CONTRACT.	e effective and binding upon non the Blanket Order/Pur	n the contractor when PLA chase Order PRIOR TO MI	CED IN THE MAIL addressed to DNIGHT OF THE FINAL DAY OF
PARTICIPATION BY POLITICAL York State and all other entities aut These Entities shall accept full resp	horized by law to make suc	h purchases may participa	te in any award under this hid
INSPECTION: Bidders should be	aware of Inspection and De	livery requirements as stip	ulated.
RETENTION OF BID: Vendor is r Any purchase orders issued against	equired to make a copy of this bid will refer to the bid	nis completed bid documer and attachments to desig	nt and applicable attachments. nate items awarded.
METHOD OF BIDDING: Please s	ubmit unit price in the appr	opriate column.	
PRICE DISCREPANCY : In the evigovern.	rent of a discrepancy betwe	en the unit price and the e	xtension price, the unit price will
PRICE PROTECTION: Bidders ar	e required to state period o	f price protection (in terms	of days) after the bid opening.
STATE PRICE PROTECTION OF PRICE: It is anticensuing year. According, the Count of Nassau for one (1) year from the entire year. Bidders are requested 30 d	cipated that additional quai by of Nassau requests that t date of the award. Econo to state the period for whic	ntitles of items specified he he prices bid be protected mic conditions may not be	erein may be required in the and be available to the County mit the price protection for an
TAX PROVISION: Purchases made	le by the County of Nassau	are not subject to State, L	ocal Sales Taxes or Federal

State Exemption #EX 7213062C. The County of Nassau is not subject to

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NCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

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.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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.

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FORMAL SEALED BID PROPOSAL 34072-05239-093

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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.

************VENDOR CLAIM CERTIFICATION** IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION I	**************************************
I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED A PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRE THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACPREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.	AS SET FORTH IN THIS CLAIM; THAT THE ECT PURCHASE ORDER OR CONTRACT, THAT TIMELY DUE AND OWING AND HAS NOT BEEN
CI ATMANIT MANGE	
CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE
*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 directly to the using agency, supported by vouchers signed by agency personn the required services as specified. ***********************************	el attesting to satisfactory completion of
I hereby certify that all items or services were delivered or rendered prices charged are in accordance with referenced purchase order, del is just, true and correct; that the balance stated herein is actually due previously claimed; that no taxes from which the County is exempt as claimed for disbursements have actually and necessarily been made.	as set forth in this claim; that the ivery order or contract, that the claim and has not been
Claimant Name	Date
By Signature	Title
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED W	<u>/ILL BE RETURNED TO YOU UNPAID.</u>
Vendors may download claim form NIFS560 at the following URL:	
http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/	ClaimVoucherFormBlank.pdf
ALL BIDS MUST BE F.O.B. DESTINATION AND ANCLUDE DELIVERY WITHIN DOORS I	JNLESS OTHERWISE SPECIFIED.

FORMAL SEALED BID PROPOSAL 34072-05239-093

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: One year warranty 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:

A) Certificate of Insurance name the County of Nassau as co-insured: Mid South Insurance Agency Or B) Certificate of Insurance with indemnification agreement (hold harmless clause): **GENERAL CONDITIONS:** All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements. DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

FORMAL SEALED BID PROPOSAL 34072-05239-093

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.

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.

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

ALL BIDS MUST BE F.O. F. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UP	NLESS OTHERWISE SPECIFIED
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BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 34072-05239-093

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.

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.

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 darifications, 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.

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.

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.

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

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 COUNTY NOTICE, AND DO NOT CONTAIN ANY TO	FURTHER CERTIFY THAT ITEMS NUMBERED
X Unee D Signature	Sim. V.D. Title	5/28/19 Date

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

ALL BIDS MUST BE F.O.B DESTI	NATION AND INCLUDE DEVIVERY WIT	HIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	nice D. Sim	V.P.
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FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFI	-IX ADDENDU	JM TO THIS PAGE	IF SPACE IS RI	EQUIRE	D FOR STATE	MENT]
Subscribed to under penalty of p this) as	s the act and dee	d of said Corporation or
Identifying Data:						
Potential Contractor:	loco R	esche ,I	nc.			
Address: 7077						
Street: Exchegi	ner I)rive		-,		
Street: Excheging (City, Town, etc. Bate	on Rou	ge, LA	70809			<u> </u>
Telephone:	800-64	7-7626		Title: _	VP	
If applicable, responsible C	Corporate Offi	cer				
Name <u>Aimer</u>	D. Sim	5 Sim		Title _	Vice }	President
	ce p	,				Sign Here
PAILURE 10 COM		S FORM AND S UTOMATIC RE				E SHALL RESULT IN
GENERAL INSTRUCTIO	<u>NS:</u> All bidd	ers must adhere	e to the follov	ving co	onditions:	

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.

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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

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.

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

BIDDER SIGN HERE BIDDER

THIS IS TO CERTIFY:	
That we manufacture the commodities specified in the attache	d bid schedule:
That the address of the manufacturing plant is:	
2077 Exchequer Drive, Bato	in Rouge LA 70809
Part number K-200-0415 and	K-B282
RocoRescue, Inc. J Linee D. Sims	Manufacturer Signature
FURTHERMORE:	
That we authorize	
(Name and address of firm or As our distributor to furnish our products to the County of Nassau as prosupply said distributor such quantities of our products as may be required.	rovided in the attached schedules and agree to
	Manufacturer
	Signature
Πtle	
	Date
MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AS BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE NOTE: When bidder is other than the manufacturer, the complete cert	MANUFACTURER IS ATTACHED.
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN BIDDER SIGN HERE	V. P.
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PANTO ACI ORLA S CERTIFIC	AIC
THIS IS TO CERTIFY:	
That we manufacture the commodities specified in the attached bio	d schedule:
That the address of the manufacturing plant is:	
10505 SW MANHASSET DrIVE, TUALATI	IN OREGON, USA
Skedo Jac.	Manufacturer
	_ Signature
Title Admin Acirt Sr.	
FURTHERMORE:	
That we authorize Roco 7017 ExclfcQuer	Drive, BATON'S ROWAT, LA John
(Name and address of firm or indiv	vidual)
As our distributor to furnish our products to the County of Nassau as provid supply said distributor such quantities of our products as may be required b	led in the attached schedules and agree to by the County of Nassau.
Stepeo las	Manufacturer
- / bu ()	_ Signature
Title Admin Assis? St.	
5-20-2019	_ Date
MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGEN BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MA	IT OR MANAGER'S SIGNATURE WILL NOT NUFACTURER IS ATTACHED.
NOTE: When bidder is other than the manufacturer, the complete certifica	ite must be executed by the manufacturer.

THIS IS TO CERTIFY:

I hat we manufac	ture the commodities specified in the	attached bid schedule:
That the address	of the manufacturing plant is:	
PETZL DISTRIBUTIO	N SAS	
Zone Industrielle Crol	les - Cidex 105 A	
Crolles, 38920 - Fran	ice	
Title Managing Direct Professional Direct Petzl America	etor vision	Manufacturer Signature
FURTHERMORE:		
That we authorize	ROCO RESCU, INC.	
	7077 EVOLIEGIJED DOME	DATON BOUGE 1

7077 EXCHEQUER DRIVE - BATON ROUGE, Louisiana 70809

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

PEIZL	Manufacturer
Sort -	Signature
Managing Director	-
Professional Division	
Petzl America	Date
May 20, 2019	
	Petzl America

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

ALL BIDS MUST BE F.O.B. DISTINATION AND INCLUDE DELIVERY WITHIN DOORS UP	NLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE Climee D. Stms	V.P
BIDDÉR	TITLE

Title

MANUFACTURER'S CERTIFICATE

IUTO TO IN CERITAL
That we manufacture the commodities specified in the attached bid schedule:
That the address of the manufacturing plant is:
6930 Salashan Parkway
Fernoble WA
18248
SMC-Seattle Manufacturing Gop Manufacturer Acoli Econ Signature Title
FURTHERMORE:
That we authorize Roco
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

SMC Manufacturer

Signature

Sales + Markeling Director Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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ALL BIDS MUST BE F.O. B. DESTINATION AND INCLUDE	DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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BIDDER SIGN HERE / MC/W.	mo V. T.
BIDDER	The state of the s
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THIS IS TO CERTIFY:

- a natural of the property of the F &	
That we manufacture the commodities specified in the attached bid s	chedule:
That the address of the manufacturing plant is:	
YATES GEAR TAK	
2608 HAPINELL AV	6 #6
REDRING CA	96002
Title President	Manufacturer Signature
The second secon	ZOCO GORPORATIZON PIVE BATON ROCCE CA
(Name and address of firm or individ	iual)
As our distributor to furnish our products to the County of Nassau as provided supply said distributor such quantities of our products as may be required by ATES GEAR TING	Manufacturer Signature
S/20/7019 MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT	Date 2608 Harmen account
SE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANI	on manager 3 stanature will not Jeacturer is attached

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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THIS IS TO CERTIFY:	
That we manufacture the commodities specified in the attached bid so	hedule:
That the address of the manufacturing plant is:	
6740 Cortona DR, Gol	6 to NA 92117
9.1.0.1.0.1.0.1.0.1.0.1.0.1.0.1.0.1.0.1.	ea, co ()//
eme Rescue, Inc.	Manufacturer Signature
Title Director of SAles	
FURTHERMORE:	•
That we authorize ROCO RESCUE, TO FF EXCHEGUEY DR BATON (Name and address of firm or individu	INC.
7077 EXCHEGUEY DR, BATON.	Rouge LA, 70805
CName and address of firm or individu	al) 0 /
As our distributor to furnish our products to the County of Nassau as provided supply said distributor such quantities of our products as may be required by the	in the attached schedules and agree to ne County of Nassau.
Conc Rescue, Inc.	Manufacturer
Title Director of SAles	Signature
5/22/2019	Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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		ENDOE	R /	,	-	TITIF	

Specifications:

BIDDER SIGN HERE

Item#	Oty.	Unit	Description	Unit Price	Total Price
1	24	EA	Item K-200-0415 ROCO TEAM MEMBER KIT TO INCLUDE: NFPA21001- PMI-SMC LG LCK D CARABINER NEW NFPA20003- SMC XL LOCKING CARABINER NEW SM102100 SMC FP ANSI LITE AUTOLOCK CARA D200LO- PETZL ID LARGE NFPA G RATED 355413- CMC ALTA SUPERFLEX KNEE PADS R131A- ROCO RESISTOR ENERGY ABSORBER A CC080WG001- PMI 8MM PRUSIK CORD RED/YE SECTION7 **SECTIONS-7 FEET ** CC080WF001- PMI 8 MM PRUSIK CORD GREEN SECTION7 ***SECTIONS-7 FEET ** R123 ROCO 4 FT MULTI-USE ATES STRAP WB254MS08- 1" TUBULAR WEBBING- RED (FT) SECTION24 ***SECTIONS-24 FEET** WB254MS09 STERLING 1" TUBULAR WEBBING- SETION40- **SECTIONS-40 FEET*** WB254MS06- 1" TUBULAR WEBBING -BLUE (FT SECTION6 **SECTIONS-6 FEET*** R4202- ROCO TEAM MEMBER BAG BLACK R910C- ROCO PACKET REFERENCE BOOK R133- ROCO/CMC DAISY CHAIN 72" OAL 6" LOC	FPA PA BINER INSI ELLOW (FT) BLUE (FT) YELLOW (FT)	<u>34,634.08</u>
			THE DEDUCTION OF COST ITEM- RPH-RDWL-KIT MET W/LIGHT KIT		
2	24	EA	LIGHWEIGHT BLACK MATTE KEVLAR HELMET ITEM HL33035	210.00	<u>5,040.00</u>
3	8	EA	SKED STRETCHER ORANGE RESCUE SYSTEM UPGRADED WITH COBRA BUCKLES SK200OR	706.10	5,648.80
4	2	EA	YATES SPEC PAC ITEM – 900	1, 425.00	3, 250.00
ALL BIDS	MUST BE F.O	B. DESTINAT	TION AND INCLUDE DELIVERY WITHIN DOORS UNLESS	OTHERWISE SPECIF	IED.

FORMAL SEALED BID PROPOSAL 34072-05239-093

5	6	EA	ROCO LINE TRANSFER SYSTEM INCLUDES: ITEM- K-R262 614201 RSI 4:1 DOUBLE HAUL SAFE PULLEY NFPA100001 SMC LITE ALLOY D LKG CARAB 610012- RSI 2" PULLEY BLUE RR100BW001EF- PMI 3/8" CLASSIC ROPE BL SECTION 18- ***SECTIONS-18 FEET** R4091- ROCO PERSONAL ROPE BAG ORANG	INER NFPA .UE/WHITE (FT)	2,051.58
6	8	EA	540 RESCUE BELAY ITEM — R540L	509.00	4,072.00
7	8	EA	CMC ANCHOR PLATE SS NFPA ITEM – 300615	80.00	<u>640.00</u>
8	8	EA	ROCO RAPID RESPONSE BAG BLUE ITEM - R4063	202.50	1,620.00
9	8	EA	ROCO RAPID RESPONSE BAG BLACK ITEM - R4062	202.50	1,620.00
10	40	EA	ROCO NY BRIDGE LANYARD WITH 300241 SCREWLOCK CARABINER ON EACH END ITEM - RNYLANYARD	<u> 175.00</u>	7,000.00
11	36	EA	PMI-SMC LG LCK D CARABINER NFPA ITEM – NFPA21001	3600	1,296.00
12	8	EA	CMC PRO SERIES LIFESAVER VICTIM HARNESS ITEM – 202405	247.20	1,977.60
13	8	EA	CMC PRO SERIES VICTIM CHEST HARNESS ITEM 202404	134.00	1,072.00

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

BIDDER SIGN HERE

FORMAL SEALED BID PROPOSAL 34072-05239-093

14	1	EA	LIGHTWEIGHT KEVLAR HELMET RED ITEM - RPHRD	<u> 188.34</u>	<u> 188.34</u>
15	8	EA	ROCO RESCUE RAPID RESPONSE BAG REI ITEM - R4064	<u> 202.50</u>	1,620.00
16	8	EA	PETZL ID LARGE NFPA G RATED ITEM – D200LO	284.95	2,279.60
17	1	EA	ROCO TRAINING FAST TRACK 80 CERTIFICATION 24 STUDENTS 80 CONFINED SPACE & TRENCH CERTIFIC RESCUE CLASS LENGTH OF COURSE- 180 HOURS (4-45 H 3 INSTRUCTORS 24 STUDENTS		<u>86,000,00</u> COLLAPSE

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

BIDDER SIGN HERE

BIDDER

TITLE

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

BIDDER SIGN HERE

BIBDER

TITLE



Melissa Gailucci Commissioner of Shared Services

OFFICE OF PURCHASING

1 West Street Mineola, NY 11501 (516) 571-7720 Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO. 34072-05239-093

FOR: Rescue Equipment Supplies and Accessories

ISSUED: May 2th, 2019 OPENING: May 23th, 2019

TO ALL BIDDERS:

- 1) The Formal Sealed Bid has been postponed until June 4th, 2019 at 11:00 am.
- 2) On Item #1 the Rescue Equipment Team Member Kit should include: Gloves (item K-200-0415) R186L Harness (item K-200-0415) RC005FRM
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Colasurdo Technical Coordinator



Melissa Gallucci Commissioner of Shared Services

OFFICE OF PURCHASING

1 West Street Mineola, NY 11501 (516) 571-7720 Fax (516) 571-4263

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OFFICE OF PURCHASING

Claudia Colasurdo Technical Coordinator

Loco Rescue 5/28/19

City of Baton Rouge - Parish of East Baton Rouge Department of Finance - Revenue Division

P O Box 2590
Baton Rouge, LA 70821-2590
Phone (225) 389-3084 Fax (225) 389-5369
www.brgov.com/dept/finance

OCCUPATIONAL LICENSE TAX

Effective Date: January 01, 2019

Expiration Date: December 31, 2019

THE ROCO CORP

Location:

7077 EXCHEQUER DR BATON ROUGE, LA 70809

7077 EXCHEQUER DR BATON ROUGE, LA 70809-0000

Account Number 00265024



Owner Name:

ROCO RESCUE INC

Open Date: February 27, 1986

By: Marsha J. Hanlon

Authorized Signature

624000

Social Assistance

STX / OLT

NON-TRANSFERRABLE

This Certificate must be publicly displayed as provided by law. Each location of a business must be registered separately. Any business located in Baker, Zachary or Central, including itinerant vendors operating there, must register for an occupational license in those municipalities.

If this business is closed, moved, or sold, taxpayer will indicate this on the reverse side of this certificate, sign and forward it to the City-Parish Revenue Division.

This certificate DOES NOT exempt the bearer from complying with all applicable permits and inspections requirements from the Department of Public Works or any other City-Parish laws or regulations regarding the legal requirements of operating a business in East Baton Rouge Parish.

LAW REQUIRES POSTING IN A CONSPICUOUS PLACE



FORMAL BID RECOMMENDATION

BID NUMBER: 34072-05239-093	<u>OPEN</u> June 4th, 2019
TITLE: Rescue Equipment Supplies & Accessories	
DATE: June 4th, 2019	
TO: <u>Deirdre Ciminera, Buyer</u>	FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

	=	Dial D W.
Date: June 4th, 2019	Item	Bid Results
		Bidder
To: Supervisor From: Deirdre Ciminera,	001-17	Award to be given to:
Buyer		Roco Rescue, INC., the suggested vendor,
		who is the lowest responsible vendor
List of recommended awards in accordance with the		meeting specifications.
attached summary is shown in column at right.		
Skirdre, Cimunon		
Buyer	<u> </u>	
	1	
Data		
Date:		
To: Director From: Supervisor		
The state of the s		
And the second second		
Concur Disagree (See Reverse)		·
in the		
Date:		
To: Buyer		
Approved for Award		
, Approved to 7 Ward		
Hold award pending discussion		
ARR TO A		
Subject to Legislature Approval		
The state of the s		·
Director		
6 4//		

AMOUNT DETAILS OF AWARD AWARD TO NO. 13 12 ~ 5 ROCO RESCUE 1,526.42 210.00 706.10 EA 1,625.00 86,000.00 202.50 202.50 175.00 284.95 247.20 134.00 188.34 341.93 509.00 80.00 36.00 202.50 Ā EΑ EΑ ΕÀ EA 집 E E EA EΑ ΕA E ΕA EA ΕA EA S SUMMARY OF BIDS
OPENED: MAY 23, 2019 AT 11 A.M.
BID NO: 34072-05239-093
REQ. NO: RQPD19000018
TITLE: RESCUE EQUIP SUPPLES & ACCESSORIES 24 24 8 00 N ဖ ∞ ထ ω ω 36 ∞ œ œ Ø ROCO TRAINING FAST TRACK OFFICE OF PURCHASING PP 6/4/2019 RNYLANYARD K-200-0415 NFPA21001 HL33035 SK2000R ARTICLE 300615 RPHRD K-R262 R4063 R4062 202404 D200LO 202405 R4064 R540L 800 ITEM # 5 £ 16 17 က 4 ιO ယ္ o 7 <u>ლ</u> 4 ਨ ~ ~ co

Tim Funaro hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

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PREPARED BY

Date 6/4/2019 / Minerally Function 6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2018

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).

PRC	DUCER				NAME:	CT Bradley C	swalt				
Mid South Insurance Agency					NAME: PHONE (A/C, Ng, Ext); (225) 291-5060 (A/C, Ng, Ext); (225) 291-5020						
460	3 Bluebonnet Blvd				E-MAIL ADDRE	hocusalten	midsouthagen		4/C, No): (====)		
l					ADDICE			RDING COVERAGE		T	
Bat	on Rouge			LA 70809	INSURE	B. 4 1.00°		ance Company		NAIC # 35378	
INSU	JRED			***	INSURE	01-1- 0	curity Insurance			24082	
	Roco Rescue, Inc				INSURE	Laulalan	a Workers Con	npensation		22350	
	7077 Exchequer Drive				INSURE	LUCON	lultistate/Old R	epublic Insurance Co	0	24147	
					INSURE	Maria Mari	cico Mutual Ins	urance Company		40627	
 	Baton Rouge			LA 70809-4904	INSURE		nerican Insurai	nce Company		37532	
co	VERAGES CER	TIFIC	ATE	NUMBER: CL181222056				REVISION NUMBE	R.		
C	HIS IS TO CERTIFY THAT THE POLICIES OF I IDICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTA XCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI LICIE	ENT, TI HE IN: S. LIN	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTRA E POLICI	ACT OR OTHER IES DESCRIBEI IED BY PAID CL	RED NAMED AI R DOCUMENT \ D HEREIN IS S .AIMS.	BOVE FOR THE POLI	CY PERIOD		
INSR LTR		INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
	COMMERCIAL GENERAL LIABILITY	ĺ	-					EACH OCCURRENCE	\$ 2,00	00,000	
İ	CLAIMS-MADE OCCUR		l					DAMAGE TO RENTED PREMISES (Ea occurrer	nce) \$ 100	,000	
١.	Professional Liability		١					MED EXP (Any one pers	son) s excl	luded	
A	➤ Deductible	Y	Y	MKLV3PBC000075		01/01/2019	01/01/2020	PERSONAL & ADV INJU	JRY \$ 2,00	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERALAGGREGATE	\$ 2,00	00,000	
	POLICY X PRO-		i					PRODUCTS - COMP/OF	PAGG \$ 2,00	00,000	
	OTHER:							Professional Liabilit	-3 41	00,000	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIN (Ea accident)	#IT \$ 1,00	00,000	
_	ANY AUTO OWNED SCHEDULED		'				BODILY INJURY (Per pe	erson) \$			
В	OWNED SCHEDULED AUTOS HIRED NON-OWNED	Υ	Y	BAS57701746		01/01/2019	01/01/2020	BODILY INJURY (Per ac	cident) \$		
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
 		ļ <u>.</u>	<u> </u>					Comp \$250/Coll \$5	\$ \$		
	UMBRELLA LIAB COCCUR		١					EACH OCCURRENCE	_{\$} 13,0	000,000	
A/F	CLAIMS-MADE	Υ	Y	MKLV3EUL101002/XS1744	1512	01/01/2019	01/01/2020	AGGREGATE		000,000	
-	DED X RETENTION \$ 0					***	* **	Evanston & Gt.Ame		nbined Limits	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							➤ PER STATUTE	OTH- ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	77832 (Louisiana) w/ USL&	н	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$ 1,00	00,000	
1	(Mandatory in NH) If yes, describe under			, ,				E.L. DISEASE - EA EMP	PLOYEE \$ 1,00	00,000	
<u> </u>	DESCRIPTION OF OPERATIONS below		<u> </u>					E.L. DISEASE - POLICY	Cityll 1 9	000,000	
	LWCC Multi-State WC &		ļ					States: AR,CO,FL,I/		000,000	
D/E	New Mexico Mutual			MWC115778/89416104 w/L	WC115778/89416104 w/USLH	H 01/01/2019 01/01/2020	01/01/2020	ME,MS,NE,NH,NJ,1	NY,PA \$1,0	000,000	
L		L	<u> </u>					TX,UT,NM	\$1,0	000,000	
Cou	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE unty of Nassau is named as Additional Insure vides Waiver of Subrogation as required by v icies contain primary and non-contributory was	d, as vritten	requia conti	red by written contract on the ract. In addition, Waiver of Su	General ubrogatio	Liability policy on is included o	and Auto policenthe	cy. General Liability p Compensation Polic	policy also sy.		

CERTIFICATE HOLDER		CANCELLATION
County of Nassau 240 Old County Road		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE
Mineola	NY 11501	Fit By May

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