



## Staff Summary A-55-2019

Subject: Fire Extinguishers/Range Hood Systems – Maintenance & Inspection (S/B #93634-06279-122)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature: <i>Melissa Gallucci</i>

Date: July 9, 2019
Vendor Name: Fire Command Co, Inc.
Contract Number: A-55-2019
Contract Manager Name: Kimberly Stanton, Buyer

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>[Signature]</i>	Budget	6/16/2019 <i>[Signature]</i>	County Atty.
	Deputy C.E.	7/10/19 <i>[Signature]</i>	County Exec.

### Narrative

**Purpose:** To authorize and award a blanket purchase order for Fire Extinguishers/Range Hood Systems-Maintenance & Inspection for various Nassau County Agencies.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board:

- 8 Vendors viewed the bid
- 0 Woman owned 0 Minority (African/American) 1 Small Business
- 0 Service Disabled (Veteran) owned 0 Veteran Owned
- 2 Vendors bid this 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. Fire Command Co, Inc. is not a woman/minority or service-disabled business.

**Impact on Funding:** The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Director of Shared Services, shall be Six Hundred Twenty-Five Thousand Dollars (\$625,000.) from general and capital funds.

**Recommendation:** Office of Purchasing recommends that an award be given to Fire Command Co, Inc. as the lowest responsible bidder meeting specifications.

2019 AUG 22 11:51

APPROVED:

*[Signature]* 7/16/19

RECEIVED  
NASSAU COUNTY  
OFFICE OF PURCHASING

INSURANCE SECTION

RECEIVED FOR  
FORWARDING

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-55-2019**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: JULY 9, 2019

SUBJECT: RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES.

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER WITH A MAXIMUM AMOUNT OF SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$625,000.00) FOR FIRE EXTINGUISHERS/RANGE HOOD SYSTEMS – MAINTENANCE & INSPECTION ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO FIRE COMMAND CO, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR VARIOUS NASSAU COUNTY AGENCIES.

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 VARIOUS NASSAU COUNTY AGENCIES AND FIRE COMMAND CO, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 93634-06279-122 for Fire Extinguishers/Range Hood Systems – Maintenance & Inspection as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, Fire Command Co, Inc. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with Fire Command Co, 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 ☐ If yes, to what campaign committee?

THE COUNTY EXECUTIVE AND THE COUNTY COMPTROLLER

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

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

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

Electronically signed and certified at the date and time indicated by:  
MICHAEL J. KERR [FIRECOMMANDCO@OPTONLINE.NET]

Dated: 06/19/2019 08:35:56 AM

Vendor: FIRE COMMAND COMPANY INC.

Title: 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 ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to

be posted on the County's website.

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

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

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

Electronically signed and certified at the date and time indicated by:  
MICHAEL J. KERR [FIRECOMMANDCO@OPTONLINE.NET]

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Dated: 07/02/2019 09:23:18 AM

Vendor: FIRE COMMAND COMPANY INC.

Title: PRESIDENT

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: MICHAEL J. KERR  
Date of birth: 02/25/1947  
Home address: 19 ARTISAN AVE.  
City: WEST HILLS State: NY Zip Code: 11743  
Business Address: 475 LONG BEACH BLVD.  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
Other present address(es): P.O. BOX 337  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
List of other addresses and telephone numbers attached

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

President	<u>10/01/1969</u>	Treasurer	<u>10/01/1969</u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

100%

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

YES ☒ NO ☐ If Yes, provide details.

BANK LINE OF CREDIT

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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



7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, MICHAEL J. KERR , 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, MICHAEL J. KERR , 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.

FIRE COMMAND COMPANY INC.

Name of submitting business

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

MICHAEL J. KERR [FIRECOMMANDCO@OPTONLINE.NET]

PRESIDENT

Title

06/19/2019 08:24:11 AM

Date

## 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: JANICE KERR  
Date of birth: 09/08/1949  
Home address: 19 ARTISAN AVE.  
City: WEST HILLS State: NY Zip Code: 11743  
Business Address: 475 LONG BEACH BLVD.  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
Other present address(es): P.O. BOX 337  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>09/08/1989</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

BANK LINE OF CREDIT

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, JANICE KERR , 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, JANICE KERR , 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.

FIRE COMMAND COMPANY INC.

Name of submitting business

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

JANICE KERR [FIRECOMMANDCO@OPTONLINE.NET]

SECRETARY

Title

06/19/2019 08:19:47 AM

Date

## 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: MICHAEL A. SUAREZ  
Date of birth: 06/21/1955  
Home address: 422 EAST STATE STREET  
City: LONG BEACH State: NY Zip Code: 11561  
Business Address: 475 LONG BEACH BLVD.  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
Other present address(es): P.O. BOX 337  
City: LONG BEACH State: NY Zip Code: 11561  
Telephone: (516) 889-1111  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/01/1986</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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



7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, MICHAEL A. SUAREZ VICE PRESIDENT OF FIRE  
COMMAND CO. INC., 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, MICHAEL A. SUAREZ VICE PRESIDENT OF FIRE  
COMMAND CO. INC., 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.

FIRE COMMAND COMPANY INC.

Name of submitting business

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

MICHAEL A. SUAREZ [FIRECOMMANDCO@OPTONLINE.NET]

VICE PRESIDENT

Title

06/12/2019 09:22:36 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: 07/02/2019

1) Proposer's Legal Name: FIRE COMMAND COMPANY INC.

2) Address of Place of Business: 475 LONG BEACH BLVD.

City: LONG BEACH State: NY Zip Code: 11561

3) Mailing Address (if different): P.O. BOX 337

City: LONG BEACH State: NY Zip Code: 11561

Phone: (516) 889-1111

Does the business own or rent its facilities? Rent ☐ If other, please provide details: ☐

4) Dun and Bradstreet number: 064722473

5) Federal I.D. Number: 112207118

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☐ NO ☒ If yes, please provide details: ☐

8) Does this business control one or more other businesses?  
YES ☐ NO ☒ If yes, please provide details: ☐

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details: ☐  
SECOND LOCATION AT 131-31 MERRICK BLVD. JAMAICA, N.Y. 11434 718-341-1551 NYC LOCATION

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ☐

11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets ☐

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

CAREFULLY SCREEN ALL EMPLOYEES TO SEE IF THEY ARE RELATED TO A COUNTY EMPLOYEE AND IF SO, WHAT POSITION DOES THAT EMPLOYEE HOLD & IN WHAT DEPARTMENT DOES THE EMPLOYEE WORK IN. DEPENDING ON THE POSITION THE EMPLOYEE HOLDS WITH THE COUNTY WOULD DETERMINE IF THE EMPLOYEE WOULD BE HIRED.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/01/1969

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

MICHAEL J. KERR 100% PRESIDENT & TREASURER  
19 ARTISAN AVE.  
HUNTINGTON, N.Y. 11743

iii) Name, address and position of all officers and directors of the company. If none, explain.

MICHAEL J. KERR PRESIDENT & TREASURER 19 ARTISAN AVE. HUNTINGTON, N.Y. 11743  
  
MICHAEL A. SUAREZ VICE PRESIDENT 422 EAST STATE STREET LONG BEACH, N.Y. 11561  
  
JANICE KERR SECRETARY 19 ARTISAN AVE. HUNTINGTON, N.Y. 11743

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

vi) Annual revenue of firm;

5000000

vii) Summary of relevant accomplishments

BUILT THE BUSINESS FROM 1 TRUCK AND ONE EMPLOYEE TO 30 EMPLOYEES AND 32 TRUCKS. HELD THE TOWN OF HEMPSTEAD CONTRACT FOR FIRE EXTINGUISHERS FOR AT LEAST 20 YEARS. HELD NYC BOARD OF EDUCATION CONTRACT FOR AT LEAST 15 YEARS. HAVE KEPT OUR CUSTOMERS FOR NUMEROUS YEARS. WE HAVE A PROFESSIONAL AND COURTEOUS STAFF READY TO SERVE THE CUSTOMER.

B. Indicate number of years in business.

50

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

WE ARE AUTHORIZED DISTRIBUTORS FOR ANSUL, BADGER, BUCKEYE, KIDDE, PYRO CHEM, RANGE GUARD, STRIKE FIRST, OVAL, SENTRY, PRO TEXII, KIDDE FENWAL. WE HAVE 24 HOUR SERVICE VIA COMPUTER DIRECTLY TO A CELL PHONE WITH PEOPLE ON CALL TO RESPOND 24 HOURS A DAY. ALL OF OUR EMPLOYEES HAVE BEEN WITH US FOR MANY YEARS. WE HAVE 2 FULLY STOCKED WAREHOUSES TO SOLVE ANY PROBLEM THE CUSTOMER MAY HAVE.

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

Company	TOWN OF NORTH HEMPSTEAD		
Contact Person	WAYNE H. WINK		
Address	220 PLANDOME ROAD		
City	MANHASSET	State	NY
Telephone	(516) 869-7646		
Fax #	(516) 627-4204		
E-Mail Address	LABARBERAM@NORTHHEMPSTEADNY.GOV		

Company	TOWN OF HEMPSTEAD		
Contact Person	GORDON J. FOX		
Address	350 FRONT STREET		
City	HEMPSTEAD	State	NY
Telephone	(516) 489-5000		
Fax #	(516) 483-6353		
E-Mail Address	ELAIPET@TOHMAIL.ORG		

Company	NASSAU COUNTY BOCES		
Contact Person	MICHAEL R. PERINA		
Address	71 CLINTON ROAD		
City	GARDEN CITY	State	NY
Telephone	(516) 396-2240		
Fax #	(516) 997-1053		
E-Mail Address	JKENNEDY@NASBOCES.ORG		

I, MICHAEL J. KERR , 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, MICHAEL J. KERR , 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.

Name of submitting business: FIRE COMMAND COMPANY INC.

By: MICHAEL J. KERR  
Print Name

PRESIDENT  
Title



COUNTY OF NASSAU

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

1. Name of the Entity: FIRE COMMAND COMPANY INC.

Address: 475 LONG BEACH BLVD.

City: LONG BEACH State: NY Zip Code: 11561

2. Entity's Vendor Identification Number: 112207118

3. Type of Business: Other (specify) SUB S CORPORATION

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

See attached file(s):

YES ☒ NO ☐

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

If none, explain

MICHAEL J. KERR PRESIDENT & TREASURER 100%  
19 ARTISAN AVE.  
HUNTINGTON, N.Y. 11743

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Print Name: MICHAEL J. KERR

Title: PRESIDENT

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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.

# FIRE COMMAND CO. INC.

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## Fire Protection Services

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*Michael J. Kerr, NYC Licensed Master Fire  
Suppression Piping Contractor Class C-136*

475 Long Beach Boulevard  
P.O. Box 337  
Long Beach, NY 11561  
(800) 753-9599 • (516) 889-1111  
Fax (516) 431-0502  
Email: firecommandco@optonline.net

131-31 Merrick Boulevard  
Springfield Gardens, NY 11434  
(800) 540-7094 • (718) 341-1551  
Fax (718) 341-6348  
Email: firecom6@gmail.com

**Michael J. Kerr,**  
President & Treasurer  
19 Artisan Avenue  
Huntington, NY 11743

100%



# **FIRE COMMAND** CO. INC.

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## **Fire Protection Services**

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*Michael J. Kerr, NYC Licensed Master Fire  
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(800) 540-7094 • (718) 341-1551  
Fax (718) 341-6348  
Email: firecom6@gmail.com

**Michael J. Kerr, President**  
19 Artisan Avenue  
Huntington, NY 11743

**Michael A. Suarez, Vice President**  
422 East State Street  
Long Beach, NY 11561

**Janice Kerr, Secretary**  
19 Artisan Avenue  
Huntington, NY 11743

**Michael J. Kerr, Treasurer**  
19 Artisan Avenue  
Huntington, NY 11743



**TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS/INSPECTION & MAINT.**

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OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: JUNE 27, 2019 AT 11 A.M.  
BID NO: 93634-06279-122  
REQ. NO: N/A  
TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS INSPECTION & MAINT.

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	DETAILS OF AWARD
42	RECHARGE 150 LB. BC	EA	67.50	199.75													
43	RECHARGE SAFETY-METER 150 LB. DRY CHEMICAL FIRE EXTINGUISHER, CLASS B-C/PURPLE P	EA	85.00	98.80													
44	RECHARGE 6 LB. ABC/BC	EA	20.00	22.90													
45	RECHARGE 6 LB. LITER (A CLASS UNIT) WET CHEMICAL FIRE EXTINGUISHER	EA	60.00	74.80													
46	PRESSURE GAUGE FOR 2-1/2 LB.	EA	5.00	7.25													
47	PRESSURE GAUGE FOR 10 LB.	EA	5.00	7.25													
48	PRESSURE GAUGE FOR 20 LB.	EA	5.00	7.25													
49	VALVE STEM FOR 5 LB.	EA	4.75	5.75													
50	NOZZLE FOR 2-3/4 LB.	EA	5.50	6.75													
51	"O" RING FOR 10 LB. DCP & ABC	EA	0.90	3.00													
52	3" DOUBLE SEAL GASKETS FOR 20 LB. DCP	EA	6.00	7.05													
53	SIPHON TUBE	EA	4.50	5.25													
PARTS 64	INSPECTION		\$	5.00	6.10												
55	RECHARGE- 23 CU FT.		\$	18.50	20.30												
56	RECHARGE- 110 CU FT.		\$	14.00	16.15												
57	VALVE REPAIR- REPLACEMENT		\$	14.50	15.50												
58	REGULATOR REPAIR		\$	16.00	18.65												
59	HOSE REPLACEMENT		\$	16.00	18.65												
60	50 LB. RECHARGE		\$	40.00	52.00												
61	100 LB. RECHARGE		\$	65.00	78.00												
GRP C 62	INSPECTION SERVICE CHARGE (TAGGING)	EA	5.00	6.10													
63	RECHARGE	EA	7.50	40.50													
64	INNER CHAMBER	EA	5.00	41.60													
GRP D 65	INSPECTION SERVICE CHARGE (TAGGING)	EA	5.00	6.10													
66	RECHARGE	EA	35.00	41.60													
GRP E 67	INSPECTION SERVICE CHARGE (TAGGING)	EA	5.00	6.10													
68	RECHARGE	EA	13.50	15.60													
PARTS 69	VALVE STEM	EA	4.50	5.75													
70	PRESSURE GAUGE	EA	5.00	7.25													
71	PRESSURIZED WATER EXTINGUISHER SEAT	EA	1.00	18.25													
72	15 LB. CO2 VALVE	EA	20.00	23.15													
73	20 LB. ABC STEM	EA	10.00	12.50													
74	RECHARGE 20 LB. GAS TANK	EA	1.00	31.15													
GRP F 75	INSPECTION SERVICE CHARGE (TAGGING)	EA	5.00	6.10													
76	PRESSING OF COUPLINGS ON FIRE HOSE (SETS) (BOTH ENDS)	EA	65.00	78.00													
77	CUSTOMER SUPPLIES RINGS	EA	5.00	6.00													
78	CONTRACTOR RINGS- 1-1/2"	EA	25.00	31.15													
79	CONTRACTOR RINGS- 2-1/2"	EA	40.00	51.95													
80	PRESSING OF COUPLINGS 1-1/2" DIAMETER (ONE END)	EA	40.00	52.00													
81	CUSTOMER SUPPLIES RINGS	EA	40.00	52.00													
82	CONTRACTOR RINGS	EA	23.50	25.95													

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: JUNE 27, 2019 AT 11 A.M.  
BID NO: 93634-06279-122  
REQ. NO: N/A  
TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS INSPECTION & MAINT.

ITEM #	ARTICLE	UNIT	FIRE COMMAND CO., INC.	TOTAL FIRE PROTECTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	DETAILS OF AWARD
83	PRESSING OF COUPLINGS 2-1/2" DIAMETER	EA	40.00	51.95															
84	CUSTOMER SUPPLIES RINGS	EA	40.00	51.95															
85	CONTRACTOR RINGS	EA	23.50	25.95															
86	2" SPLIT "O" RING	EA	16.00	18.75															
87	HYDROSTATIC TEST HIGH PRESSURE	EA	25.00	31.25															
88	HYDROSTATIC TEST LOW PRESSURE	EA	15.00	15.00															
GRP G 89	INSPECTION & SERVICE	CALL	120.00	165.00															
90	RECHARGE KIDDIE RANGE HOOD SYSTEM	BOTTLE	100.00	250.00															
GRP H 91	SIX YEAR MAINT. (AS PER NFPA #10)		19.75	25.10															
92	INSTALLATION OF UNITS/BRACKETS	\$	7.50	10.50															
93	AIR VALVES	\$	3.00	3.95															
94	SAFETY DISC	\$	8.00	10.35															
95	OVERFILL TUBE	\$	4.00	12.45															
96	COLLAR SEALS	\$	2.00	2.35															
97	NOZZLES (5-10 LB. DRY CHEM)	\$	4.50	6.00															
98	HOSES (DRY CHEM)	\$	5.50	6.75															
99	HOSE (PRESSWATER)	\$	6.50	7.95															
100	COMPLETE HOSE & HORN ASSY. (D/C)	\$	12.00	15.75															
101	COMPLETE HOSE & HORN ASSY. (CO2)	\$	14.00	18.75															
102	ELBOW FOR CO2 VALVE	\$	13.50	17.00															
103	DEFUSER/RESTRICTOR	\$	4.00	6.00															
104	DISCHARGE SWIVEL ASSEMBLY	\$	12.00	15.75															
105	HANDLE REPAIR (UPPER & LOWER)	\$	12.00	14.50															
106	VALVE REPAIR	\$	10.00	12.45															
107	GAUGE FOR 4.5 SCOTT PACK	\$	12.00	14.50															
108	AUTOMATIC SHUT-OFF FOR SCOTTS	\$	25.00	31.25															
109	VALVE STEM & PACKING FOR 4.5	\$	95.00	105.00															
110	4.5 7 2.2 "O" RING SETS	\$	10.00	12.50															
111	5 LB. ANSUL SIDE-CARTRIDGE	\$	45.00	52.00															
112	20 LB. ANSUL SIDE-CARTRIDGE	\$	70.00	83.50															
113	WATER PRESSURIZED HEAD	\$	8.50	10.35															
114	CO2 SAFETY PLUG	\$	4.00	4.50															
115	DOVE ASSEMBLIES	\$	7.00	8.75															
116	WATER PRESSURIZED HOSES	\$	5.50	6.50															
117	PICTURE IDENTIFICATION INSTRUCTION LABEL	\$	0.50	1.00															
PREPARED BY		TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	

Cauldie Colasurdo 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.

Date 6/27/19 

PUBLIC BID OFFICER



OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: JUNE 27, 2019 AT 11 A.M.  
BID NO: 93634-06279-122  
REQ. NO: N/A  
TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS/INSPECTION & MAINT.

FIRE COMMAND CO., INC.			TOTAL FIRE PROTECTION	
ITEM #	ARTICLE	U/M	\$ Unit \$	
GRP A 1	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00	\$6.10
2	RECHARGE (2 LB.)	EA	\$1.00	\$14.50
3	RECHARGE (2 -1/2 LB.)	EA	\$1.00	\$14.50
4	RECHARGE (4 & 5 LB.)	EA	\$15.00	\$21.05
5	RECHARGE (10 LB.)	EA	\$17.50	\$23.80
6	RECHARGE (15LB.)	EA	\$22.00	\$29.60
7	RECHARGE (20 LB.)	EA	\$24.00	\$35.10
8	RECHARGE (35 LB.)	EA	\$30.00	\$37.20
9	RECHARGE (50 LB.)	EA	\$40.00	\$140.25
10	HYDROSTATIC TEST	EA	\$25.00	\$33.15
PARTS 11	REPL. PARTS FOR 2 LB, 4 LB, 5 LB., CO2 "HORNS"	EA	\$8.00	\$9.00
12	REPL. PARTS FOR 10 LB,15 LB.,20 LB. CO2 "HORNS"	EA	\$13.00	\$16.95
13	REPL. PARTS FOR 10 LB,15 LB.,20 LB. CO2 "HOSES 3/8"	EA	\$14.00	\$17.50
14	REPL. PARTS FOR 10 LB,15 LB.,20 LB. CO2 "HOSES 1/4"	EA	\$14.00	\$16.95
15	CO2 VALVE FOR 10 LBS.	EA	\$13.00	\$15.35
16	HORN, 7 LB EXTINGUISHER	EA	\$7.00	\$9.25
17	VALVE STEMS FOR 5,10 & 15 LBS.	EA	\$6.50	\$8.55
18	32 OZ CARTRIDGE	EA	\$18.00	\$21.00
19	HORN FOR 5 LB.	EA	\$7.00	\$9.00
20	BAND & HORN HOLDER FOR 15 LB.	EA	\$10.00	\$14.00
21	ID BAND & NOZZLE FOR 15 LB.	EA	\$12.50	\$15.50
22	SAFETY PIN	EA	\$1.00	\$1.50
23	SAFETY PIN & CHAIN	EA	\$2.00	\$3.50
24	CO2 SYSTEM 75 LBS.	EA	\$120.00	\$1.30
25	REFILLING & RECHARGING HALON 1211 FIRE EXTINGUISHERS	LB	\$25.00	\$31.25
GRP B 26	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00	\$6.10
27	RECHARGE 2 -1/2 LB. BC	EA	\$8.00	\$10.40
28	RECHARGE 2 -1/2 LB. ABC/Pur.K	EA	\$8.00	\$15.55
29	RECHARGE 2 -3/4 LB. BC	EA	\$8.00	\$10.40
30	RECHARGE 2 -3/4 LB. ABC	EA	\$12.00	\$10.40
31	RECHARGE 4 LB. BC	EA	\$12.00	\$14.50

## OFFICE OF PURCHASING

## SUMMARY OF BIDS

OPENED: JUNE 27, 2019 AT 11 A.M.

BID NO: 93634-06279-122

REQ. NO: N/A

TITLE: FIRE EXTINGUISHERS &amp; RANGE HOOD SYSTEMS/INSPECTION &amp; MAINT.

FIRE COMMAND CO., INC.			
ITEM #	ARTICLE	U/M	\$ Unit \$
32	RECHARGE 4 LB. ABC/Pur.K	EA	\$12.00
33	RECHARGE 5 LB. BC	EA	\$13.00
34	RECHARGE 5 LB. ABC/Pur.K	EA	\$12.00
35	RECHARGE 10 LB. BC	EA	\$15.00
36	RECHARGE 10 LB. BC/Pur.K	EA	\$15.00
37	RECHARGE 15 LB. BC	EA	\$15.00
38	RECHARGE 15 LB. BC/Pur.K	EA	\$15.00
39	RECHARGE 20 LB. BC	EA	\$20.00
40	RECHARGE 20 LB. BC/Pur.K	EA	\$20.00
41	RECHARGE 30 LB. BC	EA	\$25.00
42	RECHARGE 150 LB. BC	EA	\$67.50
43	RECHARGE SAFE-T-METER 150 LB. DRY CHEMICAL FIRE EXTINGUISHER, CLASS B-C/PURPLE "K"	EA	\$85.00
44	RECHARGE 6 LB. AMC/BC	EA	\$20.00
45	RECHARGE 6 LB. LITER (K CLASS UNIT) WET CHEMICAL FIRE EXTINGUISHER	EA	\$60.00
46	PRESSURE GAUGE FOR 2-1/2 LB.	EA	\$5.00
47	PRESSURE GAUGE FOR 10 LB.	EA	\$5.00
48	PRESSURE GAUGE FOR 20 LB.	EA	\$5.00
49	VALVE STEM FOR 5 LB.	EA	\$4.75
50	NOZZLE FOR 2-3/4 LB.	EA	\$5.50
51	"O" RING FOR 10 LB. DCP & ABC	EA	\$0.90
52	3" DOUBLE SEAL GASKETS FOR 20 LB. DCP	EA	\$6.00
53	SIPHON TUBE	EA	\$4.50
PARTS 54	INSPECTION	\$	\$5.00
55	RECHARGE- 23 CU FT.	\$	\$18.50
56	RECHARGE- 110 CU FT.	\$	\$14.00
57	VALVE REPAIR- REPLACEMENT	\$	\$14.50
58	REGULATOR REPAIR	\$	\$16.00
59	HOSE REPLACEMENT	\$	\$16.00
60	50 LB. RECHARGE	\$	\$40.00
61	100 LB. RECHARGE	\$	\$65.00
GRP C 62	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00

TOTAL FIRE PROTECTION
\$ Unit \$
\$14.50
\$19.55
\$19.55
\$23.40
\$23.40
\$23.40
\$23.40
\$30.60
\$30.60
\$35.30
\$199.75
\$98.80
\$22.90
\$74.80
\$7.25
\$7.25
\$7.25
\$5.75
\$6.75
\$3.00
\$7.05
\$5.25
\$6.10
\$20.30
\$16.15
\$15.50
\$18.65
\$18.65
\$52.00
\$78.00
\$6.10

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: JUNE 27, 2019 AT 11 A.M.  
BID NO: 93634-06279-122  
REQ. NO: N/A  
TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS/INSPECTION & MAINT.

FIRE COMMAND CO., INC.			
ITEM #	ARTICLE	U/M	\$ Unit \$
63	RECHARGE	EA	\$7.50
64	INNER CHAMBER	EA	\$5.00
GRP D 65	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00
66	RECHARGE	EA	\$35.00
GRP E 67	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00
68	RECHARGE	EA	\$13.50
PARTS 69	VALVE STEM	EA	\$4.50
70	PRESSURE GAUGE	EA	\$5.00
71	PRESSURIZED WATER EXTINGUISHER SEAT	EA	\$1.00
72	15 LB. CO2 VALVE	EA	\$20.00
73	20 LB. ABC STEM	EA	\$10.00
74	RECHARGE 20 LB. GAS TANK	EA	\$1.00
GRP F 75	INSPECTION SERVICE CHARGE (TAGGING)	EA	\$5.00
76	PRESSING OF COUPLINGS ON FIRE HOSE (SETS) (BOTH ENDS)	EA	\$65.00
77	CUSTOMER SUPPLIES RINGS	EA	\$5.00
78	CONTRATOR RINGS- 1-1/2"	EA	\$25.00
79	CONTRATOR RINGS- 2-1/2"	EA	\$40.00
80	PRESSING OF COUPLINGS 1-1/2" DIAMETER (ONE END)	EA	\$40.00
81	CUSTOMER SUPPLIES RINGS	EA	\$40.00
82	CONTRATOR RINGS	EA	\$23.50
83	PRESSING OF COUPLINGS 2-1/2" DIAMETER	EA	\$40.00
84	CUSTOMER SUPPLIES RINGS	EA	\$40.00
85	CONTRATOR RINGS	EA	\$23.50
86	2" SPLIT "O" RING	EA	\$16.00
87	HYDROSTATIC TEST HIGH PRESSURE	EA	\$25.00
88	HYDROSTATIC TEST LOW PRESSURE	EA	\$15.00
GRP G 89	INSPECTION & SERVICE	CALL	\$120.00
90	RECHARGE KIDDIE RANGE HOOD SYSTEM	BOTTLE	\$100.00
GRP H 91	SIX YEAR MAINT. (AS PER NFPA #10)	\$	\$19.75
92	INSTALLATION OF UNITS/BRACKETS	\$	\$7.50
93	AIR VALVES	\$	\$3.00

TOTAL FIRE PROTECTION
\$ Unit \$
\$40.50
\$41.60
\$6.10
\$41.60
\$6.10
\$15.60
\$5.75
\$7.25
\$18.25
\$23.15
\$12.50
\$31.15
\$6.10
\$78.00
\$6.00
\$31.15
\$51.95
\$52.00
\$52.00
\$25.95
\$51.95
\$51.95
\$25.95
\$18.75
\$31.25
\$15.60
\$165.00
\$250.00
\$25.10
\$10.50
\$3.95

OFFICE OF PURCHASING

SUMMARY OF BIDS

OPENED: JUNE 27, 2019 AT 11 A.M.

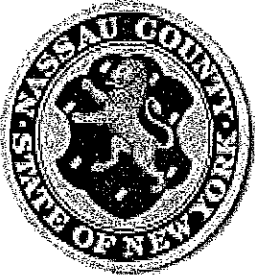
BID NO: 93634-06279-122

REQ. NO: N/A

TITLE: FIRE EXTINGUISHERS & RANGE HOOD SYSTEMS/INSPECTION & MAINT.

FIRE COMMAND CO., INC.			TOTAL FIRE PROTECTION
ITEM #	ARTICLE	U/M	\$ Unit \$
94	SAFETY DISC	\$	\$10.35
95	OVERFILL TUBE	\$	\$12.45
96	COLLAR SEALS	\$	\$2.35
97	NOZZLES (5-10 LB. DRY CHEM)	\$	\$6.00
98	HOSES (DRY CHEM)	\$	\$6.75
99	HOSE (PRESS/WATER)	\$	\$7.95
100	COMPLETE HOSE & HORN ASSY. (D/C)	\$	\$15.75
101	COMPLETE HOSE & HORN ASSY. (CO2)	\$	\$18.75
102	ELBOW FOR CO2 VALVE	\$	\$17.00
103	DEFUSER/RESTRICTOR	\$	\$6.00
104	DISCHARGE SWIVEL ASSEMBLY	\$	\$15.75
105	HANDLE REPAIR (UPPER & LOWER)	\$	\$14.50
106	VALVE REPAIR	\$	\$12.45
107	GAUGE FOR 4.5 SCOTT PACK	\$	\$14.50
108	AUTOMATIC SHUT-OFF FOR SCOTTS	\$	\$31.25
109	VALVE STEM & PACKING FOR 4.5	\$	\$105.00
110	4.5 7 2.2 "O" RING SETS	\$	\$12.50
111	5 LB. ANSUL SIDE-CARTRIDGE	\$	\$52.00
112	20 LB. ANSUL SIDE-CARTRIDGE	\$	\$83.50
113	WATER PRESSURIZED HEAD	\$	\$10.35
114	CO2 SAFETY PLUG	\$	\$4.50
115	DOMES ASSEMBLIES	\$	\$8.75
116	WATER PRESSURIZED HOSES	\$	\$6.50
117	PICTURE IDENTIFICATION INSTRUCTION LABEL	\$	\$1.00
TOTAL >>			\$3,212.75

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 93634-06279-122
	<b>COUNTY OF NASSAU</b>		Dated: 6/06/2019
	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 OPENING DATE 6/27/2019 11:00 A.M. E.S.T.
BUYER Deirdre Ciminera		TELEPHONE 516-571-5820	<b>OFFICE OF PURCHASING</b> REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

**JUN 27 2019**

BID TITLE: Fire Extinguishers/Range Hood Systems-Inspection/Maintenance

**OPENED 11 AM**

- 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 INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:  
Nassau County Police Department

GUARANTEED DELIVERY DATE


12 days DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

112207118

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>Fire Command Co Inc.</u>			
ADDRESS <u>475 Long Beach Blvd</u>			
CITY <u>Long Beach</u>	STATE <u>NY</u>	ZIP CODE <u>11561</u>	TELEPHONE <u>516-889-1111</u>
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 IMPOSED 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 in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Fedor-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.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
  - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
  - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
  - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
  - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
  - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
  - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. 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.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: Fire Command Co Inc.  
Address: 475 Long Beach Blvd Long Beach NY 11561  
Telephone No: 516-889-1111 Fax No: 516-431-0502

1. State Whether: A 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.

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BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Fire Command Co Inc

ADDRESS:

475 Long Beach Blvd Long Beach NY 11561

1. STATE WHETHER: CORPORATION \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT

Michael J. Kerr 19 Artisan Ave. Huntington NY 11744

VICE PRESIDENT

Michael A. Suarez 422 E State St Long Beach NY 11561

SECRETARY

Janice Kerr 19 Artisan Ave. Huntington NY 11744

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU?  
IF SO WHEN?

yes

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME?

50 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?  
IF SO, WHERE AND WHY?

No

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

NONE

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Michael J. Kerr	Pres.	50	Fire Protection	
Michael A. Suarez	V.P	43	Fire Protection	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

Formerly had this Contract For Many years

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President

TITLE



9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Michael A. Suarez Vice President  
Richard DiGiacomo General Manager

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:

ADDRESS:

Town of North Hempstead  
220 Plandome Road  
Manhasset NY 11030

TELEPHONE: 516-869-7646 CONTACT PERSON  
CONTRACT DATE:

Wayne H. Wink.  
2010 - Current

2. REFERENCE'S NAME:

ADDRESS:

Town of Hempstead  
350 Front Street  
Hempstead NY 11550

TELEPHONE: 516-489-5000 CONTACT PERSON  
CONTRACT DATE:

Gordon J. Fox  
1991 - Current

3. REFERENCE'S NAME:

ADDRESS:

NASSAU BOCES  
71 Clinton Road  
Garden City NY 11530

TELEPHONE: 516-396-2440 CONTACT PERSON  
CONTRACT DATE:

Michael R. Perina  
2007 - Current

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BIDDER

Resident

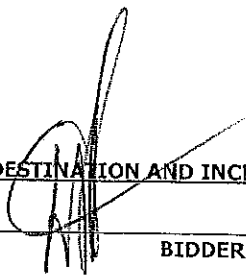
TITLE

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.

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President

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:

**PLEASE CHECK ONE:**



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 the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6/24/19



(Signature of Bidder)

Print Name: Michael J Keen

Print Title: President

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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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(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, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in 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.

Disclosure of Conflicts of Interest. 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:](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 Lobbyist Registration and Disclosure Form, 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:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$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.

**SCOPE:** The purpose of this bid is to establish a price structure upon which purchases will be made under a Blanket Order. A Blanket Order shall be issued to the successful bidder. Unit price on the Blanket Order to be firm for a period of twelve (12) months.

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

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

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

**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** 1-2 days **Days A/R/O.**

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

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

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

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

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

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.  
\_\_\_\_\_ days.

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538, State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

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

**BIDDER SIGN HERE**

[Signature]  
BIDDER

President  
TITLE

**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.

**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

**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 in 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.

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

**BID OPENING:** At Bid Opening, only bidders names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

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

BIDDER SIGN HERE

BIDDER

President  
TITLE

**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 **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Stella Anes 6/24/2019  
CLAIMANT NAME DATE  
Stella Anes AIR  
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 attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Stella Anes 6/24/2019  
Claimant Name Date  
Stella Anes AIR  
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>

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

BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE

**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: \_\_\_\_\_

6 years on New Extinguishers 1 year on Repairs

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:

N/A

**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: \_\_\_\_\_

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): \_\_\_\_\_

See Attached Certificates

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

BIDDER SIGN HERE \_\_\_\_\_

BIDDER

President  
\_\_\_\_\_  
TITLE

**GENERAL CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

**NON PERFORMANCE**

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

**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

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

BIDDER SIGN HERE

BIDDER

TITLE

whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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

**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 clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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

BIDDER SIGN HERE

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 READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

**X**

Signature

Title

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 FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

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

BIDDER SIGN HERE

BIDDER

TITLE

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

Subscribed to under penalty of perjury under the laws of the State of New York,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

Fire Command Co., Inc.

Address:

475 Long Beach Blvd

Street:

City, Town, etc:

Long Beach NY 11561

Telephone:

516-889-1111

Title:

President

If applicable, responsible Corporate Officer

Name

Michael J. Kerr

Title

President

Signature:



Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN  
AUTOMATIC REJECTION OF THE BID.**

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

KIDDE-FENWAL INC dba KIDDE FINE SYSTEMS  
400 MAIN ST  
ACHLAND, MA 01721

KIDDE-FENWAL INC Manufacturer  
Peter D'Amico Signature

Title REGIONAL SALES MGR: NORTHEAST/MID ATLANTIC

AUTHORIZED to SELL & INSTALL KIDDE PRE-ENGINEERED WOOD & IRON SYSTEMS  
FURTHERMORE:

That we authorize

FINE COMMAND CO. INC  
131-31 MEMPHIS BLVD JAMAICA, NY 11434  
(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.

KIDDE-FENWAL INC Manufacturer dba KIDDE  
Peter D'Amico Signature FINE SYSTEMS

Title

REGIONAL SALES MGR 6/21/19 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.

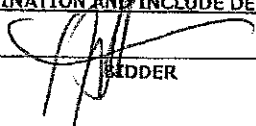
NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

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

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

KIDDE-FENWAL INC dba KIDDE FIRE SYSTEMS  
400 MAIN ST  
ACHLAND, MA 01721

KIDDE-FENWAL INC Manufacturer  
Peter D'Amico Signature

Title REGIONAL SALES MGR: NORTHEAST/MID ATLANTIC

AUTHORIZED TO SELL & INSTALL KIDDE PRE-ENGINEERED WHOLE & IND SYSTEMS  
FURTHERMORE:

That we authorize

FIRE COMMAND CO. INC  
131-31 MERRICK BLVD JAMAICA, NY 11434  
(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.

KIDDE-FENWAL INC Manufacturer dba KIDDE  
Peter D'Amico Signature FIRE SYSTEMS

Title

REGIONAL SALES MGR 6/21/19 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.

BIDDER SIGN HERE

BIDDER

TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

777 TAPSCOTT RD.

STRIKE FIRST CORP.

Manufacturer



Signature

Title V.P.

FURTHERMORE:

That we authorize

FIRE COMMAND CO. INC.

131-31 MERRICK BLVD - JAMAICA NY 11434

(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.

STRIKE FIRST CORP.

Manufacturer



Signature

Title V.P.

20-JUN-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.

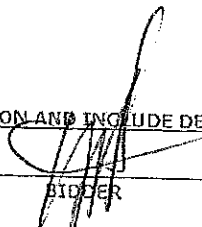
NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

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

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

P/L NO. 72200005071

STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL

SPRINKLER SYSTEM INSPECTION, TESTING & MAINTENANCE LICENSE

EFFECTIVE DATE: 04/30/2019

EXPIRATION DATE: 04/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.

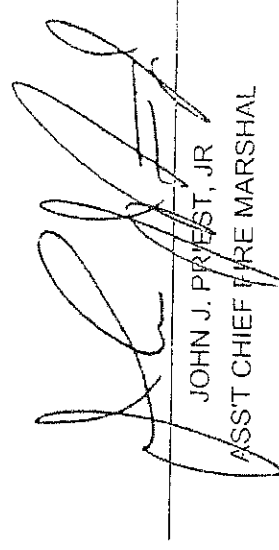
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME

ADDRESS

APRIL 30, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASST CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER

P/L NO. 2011GFS00510

STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL

AUTOMATIC FIRE SUPPRESSION SYSTEM LICENSE

EFFECTIVE DATE: 05/01/2019

EXPIRATION DATE: 04/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.  
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME  
ADDRESS

MAY 1, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASS'T CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER



STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL

P/L NO. SPL0000001580

SPRINKLER SYSTEM INSTALLATION LICENSE

EFFECTIVE DATE: 04/30/2019

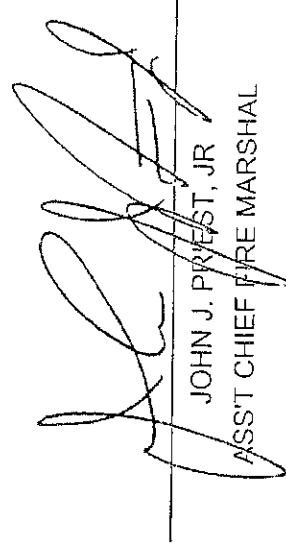
EXPIRATION DATE: 04/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.  
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME  
ADDRESS

APRIL 30, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASST CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER



P/L NO. AEL000000402

STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL

AUTOMATIC FIRE EXTINGUISHING SYSTEM INSTALLERS LICENSE

EFFECTIVE DATE: 04/30/2019

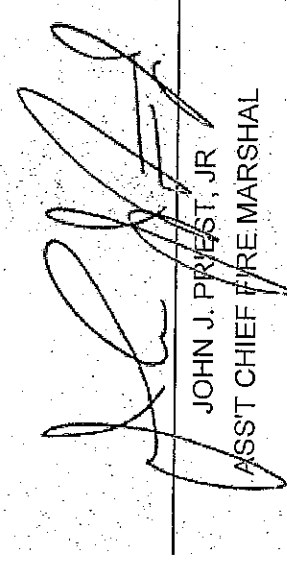
EXPIRATION DATE: 04/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.  
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME  
ADDRESS

APRIL 30, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASST CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER

P/L NO. PEL000000216

STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL  
PORTABLE FIRE EXT LICENSE

EFFECTIVE DATE: 04/01/2019

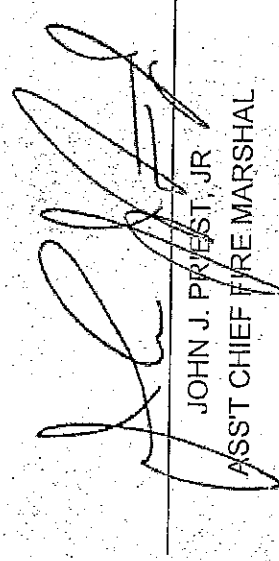
EXPIRATION DATE: 06/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.  
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME  
ADDRESS

APRIL 1, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASST CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER

P/L NO. HDL000000955

STATE OF NEW YORK  
COUNTY OF NASSAU  
OFFICE OF THE FIRE MARSHAL  
HOOD & DUCT INSTALLERS LICENSE

EFFECTIVE DATE: 04/30/2019

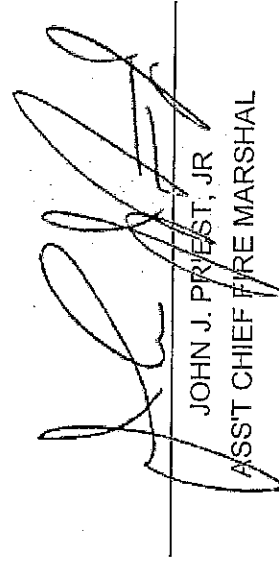
EXPIRATION DATE: 04/30/2020

ISSUED TO: NAME FIRE COMMAND CO. INC.  
ADDRESS 475 LONG BEACH BLVD, P.O. BOX 337  
LONG BEACH, NY, 11561

LOCATION: NAME  
ADDRESS

APRIL 30, 2019

DATE

  
JOHN J. PRIEST, JR.  
ASST CHIEF FIRE MARSHAL

THIS LICENSE DOES NOT EXCLUSIVELY RECOMMEND THE BEARER

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

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

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

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** 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 placed 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

**FIRM PRICES:** Prices will be firm for a period of 1 year from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after 90 days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

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However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

**EVALUATION:**

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

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TITLE

### Specifications

#### Work to be performed:

- a) CO2
- b) Dry Powder
- c) Water Cartridge
- d) Anti-Freeze
- e) Pressurized Water
- f) All Fire extinguishers
- g) Range hood fire protection systems inspection & service
- h) Miscellaneous spare parts
- i) Miscellaneous safety equipment

#### Requirements

In the event of emergencies, the contractor shall respond promptly to a call for service within four (4) hours maximum after receiving notice by telephone; such call being sufficient notice. These calls shall be made during normal working hrs. (9am to 4:45pm) Monday thru Friday.

Report any condition(s) or defect(s) discovered during a service call which may be conducive to causing a malfunction, and/or which may have a adverse effect on the fire extinguisher. Such report, if any, shall be made together with the regular work report to the proper authority, at the completion of each service call.

The contractor shall conform with good practices and use as his guide "The NFPA" booklet (NFPA #10 A1970) or revised edition.

All extinguishers are to be tagged, stamped as to date of inspection, and guaranteed to be in proper working order.

Contractor shall use only those recharging materials specified on the extinguisher nameplate. The use of other recharging materials may impair the efficiency, cause malfunction, or result in rupture of the extinguisher that could cause injury to the operator.

Any extinguisher or piece of equipment removed from a facility shall be returned to its original location by the vendor unless other arrangements are made with the county agency.

All inspections are to be done by request of the using Agency only. Under no circumstances shall contractor conduct an inspection without proper authorization nor shall repairs be made to equipment without written

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authorization from a department administration designee. Existence of a blanket order or delivery order shall be considered sufficient authorization.

Any items removed from site must be viewed, counted and confirmed by an authorized department designee and the designee must be given a receipt itemizing what as removed. Upon return, an appointment must be made with designee and an itemized list showing return of all items must be agree upon and signed off by both contractor and department designee.

Contractor agrees to only accept orders and perform site inspections with designee's identified to contractor in writing from the office of the Department Head.

Price Schedule

**Group A: CO2 Extinguishers**

- |  |                             |
|--|-----------------------------|
| 1. Inspection Service Charge (Tagging) | <u>5<sup>00</sup></u> each  |
| 2. Recharge (2 lb.)                    | <u>1<sup>00</sup></u> each  |
| 3. Recharge (2 ½ lb.)                  | <u>1<sup>00</sup></u> each  |
| 4. Recharge (4 & 5 lb.)                | <u>15<sup>00</sup></u> each |
| 5. Recharge (10 lb.)                   | <u>17<sup>50</sup></u> each |
| 6. Recharge (15 lb.)                   | <u>22<sup>00</sup></u> each |
| 7. Recharge (20 lb.)                   | <u>24<sup>00</sup></u> each |
| 8. Recharge (35 lb.)                   | <u>30<sup>00</sup></u> each |
| 9. Recharge (50 lb.)                   | <u>40<sup>00</sup></u> each |
| 10. Hydrostatic Test                   | <u>25<sup>00</sup></u> each |

**Parts**

- |   |                             |
|---|-----------------------------|
| 11. Replacement Parts for 2 lb., 4 lb., & 5 lb., CO2 "horns"        | <u>8<sup>00</sup></u> each  |
| 12. Replacement Parts for 10 lb., 15 lb., & 20 lb., CO2 "horns"     | <u>13<sup>00</sup></u> each |
| 13. Replacement Parts for 10 lb., 15 lb., & 20 lb., CO2 "hoses 3/8" | <u>14<sup>00</sup></u> each |

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14. Replacement Parts for 10 lb., 15 lb., & 20 lb., CO2 "hoses 1/4" 14<sup>00</sup> each
15. CO2 valve for 10 lbs. 13<sup>00</sup> each
16. Horn, 7 lb. Extinguisher 7<sup>00</sup> each
17. Valve Stems for 5, 10, & 15 lbs. 6<sup>50</sup> each
18. 32 oz. Cartridge 18<sup>00</sup> each
19. Horn for 5 lb. 7<sup>00</sup> each
20. Band & horn holder for 15 lb. 10<sup>00</sup> each
21. ID band & nozzle for 15 lb. 12<sup>50</sup> each
22. Safety Pin 1<sup>00</sup> each
23. Safety Pin & Chain 2<sup>00</sup> each
24. CO2 system 75 lbs. (for cylinder recharge)  
\*for inspection of these units, See Group G\* 120<sup>00</sup> each
25. Refilling & recharging Halon 1211 fire extinguishers 25<sup>00</sup> each

**Group B: Dry Powder Extinguishers**

26. Inspection Service Charge (tagging) 5<sup>00</sup> each
27. Recharge 2 ½ lb. BC 8<sup>00</sup> each
28. Recharge 2 ½ lb. ABC/Pur. K 8<sup>00</sup> each
29. Recharge 2 ¾ lb. BC 8<sup>00</sup> each
30. Recharge 2 ¾ lb. ABC 12<sup>00</sup> each
31. Recharge 4 lb. BC 12<sup>00</sup> each
32. Recharge 4 lb. ABC/Pur.K 12<sup>00</sup> each
33. Recharge 5 lb. BC 13<sup>00</sup> each

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- |   |                             |
|---|-----------------------------|
| 34. Recharge 5 lb. ABC/Pur. K   | <u>12<sup>00</sup></u> each |
| 35. Recharge 10 lb. BC  | <u>15<sup>00</sup></u> each |
| 36. Recharge 10 lb. BC/Pur.K  | <u>15<sup>00</sup></u> each |
| 37. Recharge 15 lb. BC  | <u>15<sup>00</sup></u> each |
| 38. Recharge 15 lb. BC/Pur.K  | <u>15<sup>00</sup></u> each |
| 39. Recharge 20 lb. BC  | <u>20<sup>00</sup></u> each |
| 40. Recharge 20 lb. BC/Pur.K  | <u>20<sup>00</sup></u> each |
| 41. Recharge 30 lb. BC  | <u>25<sup>00</sup></u> each |
| 42. Recharge 150 lb. BC   | <u>67<sup>50</sup></u> each |
| 43. Recharge Safe-T-Meter 150 lb. Dry chemical<br>fire extinguisher, Class B-C/Purple "K" | <u>85<sup>00</sup></u> each |
| 44. Recharge 6 lb. AMC/BC   | <u>20<sup>00</sup></u> each |
| 45. Recharge 6 liter (K class unit) wet chemical fire extinguisher                        | <u>60<sup>00</sup></u> each |
| 46. Pressure gauge for 2 ½ lb.  | <u>5<sup>00</sup></u> each  |
| 47. Pressure gauge for 10 lb.   | <u>5<sup>00</sup></u> each  |
| 48. Pressure gauge for 20 lb.   | <u>5<sup>00</sup></u> each  |
| 49. Valve stem for 5 lb.  | <u>4.75</u> each            |
| 50. Nozzle for 2 ¾ lb.  | <u>5<sup>50</sup></u> each  |
| 51. "O" Ring, for 10 lb. DCP & ABC  | <u>.90</u> each             |
| 52. 3" Double seal gaskets for 20 lb. DCP   | <u>6<sup>00</sup></u> each  |
| 53. Siphon Tube<br>(10) Dry Powder Wheeled Engines  | <u>4.50</u> each            |

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Parts:

54. Inspection	<u>5<sup>00</sup></u> each
55. Recharge -23 cu. Ft.	<u>18<sup>50</sup></u> each
56. Recharge – 110 cu. Ft.	<u>14<sup>00</sup></u> each
57. Valve Repair – Replacement	<u>14<sup>50</sup></u> each
58. Regulator repair	<u>16<sup>00</sup></u> each
59. Hose replacement	<u>16<sup>00</sup></u> each
60. 50 lb. Recharge	<u>40<sup>00</sup></u> each
61. 100 lb. Recharge	<u>65<sup>00</sup></u> each

Group C: Water Cartridge Extinguisher

62. Inspection Service Charge (tagging)	<u>5<sup>00</sup></u> each
63. Recharge	<u>7<sup>50</sup></u> each
64. Inner Chamber	<u>5<sup>00</sup></u> each

Group D: Anti-Freeze Extinguisher

65. Inspection Service Charge (tagging)	<u>5<sup>00</sup></u> each
66. Recharge	<u>35<sup>00</sup></u> each

Group E: Pressured Water Extinguisher

67. Inspection Service Charge (tagging)	<u>5<sup>00</sup></u> each
68. Recharge	<u>13<sup>50</sup></u> each

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Parts:

69. Valve Stem	<u>4<sup>50</sup></u>	each
70. Pressure gauge	<u>5<sup>00</sup></u>	each
71. Pressurized water extinguisher seat	<u>1<sup>00</sup></u>	each
72. 15 lb. CO2 Valve	<u>20<sup>00</sup></u>	each
73. 20 lb. ABC Stem	<u>10<sup>00</sup></u>	each
74. Recharge 20 lb. Gas Tank	<u>1<sup>00</sup></u>	each

Group F: All Fire Extinguishers

75. Inspection Service Charge (tagging)	<u>5<sup>00</sup></u>	each
76. Pressing of couplings on fire hose (sets-both ends)	<u>65<sup>00</sup></u>	each
77. Customer supplies rings	<u>5<sup>00</sup></u>	each
78. Contractor rings - 1 1/2'	<u>25<sup>00</sup></u>	each
79. Contractor rings - 2 1/2"	<u>40<sup>00</sup></u>	each
80. Pressing of couplings 1 1/2" diameter (one end)	<u>40<sup>00</sup></u>	each
81. Customer supplies rings	<u>40<sup>00</sup></u>	each
82. Contractor rings	<u>23<sup>50</sup></u>	each
83. Pressing of couplings 2 1/2" diameter	<u>40<sup>00</sup></u>	each
84. customer supplies rings	<u>40<sup>00</sup></u>	each
85. contractor rings	<u>23<sup>50</sup></u>	each
86. 2" split "o" ring	<u>16<sup>00</sup></u>	each
87. Hydrostatic Test - high pressure	<u>25<sup>00</sup></u>	each
88. Hydrostatic Test - low pressure	<u>15<sup>00</sup></u>	each

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Group G: Range Hood Fire Protection Systems

89. Inspection & Service

120<sup>00</sup> each

90. Recharge Kiddie range hood system

120<sup>00</sup> each  
100<sup>00</sup> each

**Note:** Range Hood Fire Protection Systems Inspection & Service

Inspection & Service on automatic systems must be performed by a Company licensed by the Fire Commission of the County of Nassau.

State Contractor's Name:

Fire Command Co Inc.

NC License number:

PEL 000000216

Group H: Miscellaneous Spare Parts

91. Six Year maintenance (as per NFPA #10)

19<sup>75</sup> each

92. Installation of units/brackets

7<sup>50</sup> each

93. Air valves

3<sup>00</sup> each

94. Safety Disc

8<sup>00</sup> each

95. Overfill tube

4<sup>00</sup> each

96. Collar Seals

2<sup>00</sup> each

97. Nozzles (5-10lb. Dry Chem)

4<sup>50</sup> each

98. Hoses (Dry Chem)

5<sup>50</sup> each

99. Hose (Press/water)

6<sup>50</sup> each

100. Complete hose & horn assy. (D/C)

12<sup>00</sup> each

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101. Complete hose & horn assy. (CO2)	<u>14<sup>00</sup></u> each
102. Elbow for CO2 valve	<u>13<sup>50</sup></u> each
103. Defuse /Restrictor	<u>4<sup>00</sup></u> each
104. Discharge swivel assembly	<u>12<sup>00</sup></u> each
105. Handle repair (upper & lower)	<u>12<sup>00</sup></u> each
106. Valve repair	<u>10<sup>00</sup></u> each
107. Gauge for 4.5 Scott Pack	<u>12<sup>00</sup></u> each
108. Automatic shut-off for Scotts	<u>25<sup>00</sup></u> each
109. Valve stem & packing for 4.5	<u>95<sup>00</sup></u> each
110. 4.5 7 2.2 "O"-ring sets	<u>10<sup>00</sup></u> each
111. 5 lb. Ansul side cartridge	<u>45<sup>00</sup></u> each
112. 20 lb. Ansul side cartridge	<u>70<sup>00</sup></u> each
113. Water pressurized head	<u>85<sup>00</sup></u> each
114. CO2 safety plug	<u>4<sup>00</sup></u> each
115. Dome assemblies	<u>70<sup>00</sup></u> each
116. Water pressurized hoses	<u>55<sup>00</sup></u> each
117. Picture identification instruction label	<u>.50</u> each

Additional items of the same or similar manufacture or additional services related to the specs & requirements stated herein may be added by a quotation and an amendment to the Blanket Purchase Order.

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TITLE

Client#: 780480

FIRECOMM

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Amerisc/USI - Construction  
333 Earle Ovington Blvd., Suite 800  
Uniondale, NY 11553

CONTACT NAME:  
PHONE (A/C, No. Ext): 516 419-4000 FAX (A/C, No.): 877 727-5171  
E-MAIL:  
ADDRESS:

INSURED  
Fire Command Co Inc.  
PO Box 337  
Long Beach, NY 11561-0337

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Everest Indemnity Insurance Company 10851  
INSURER B: Ulica National Assurance Company 10687  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR (WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		51GL005582191	05/20/2019	05/20/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/PROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5216083	02/16/2019	02/16/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		51CC001936191	05/20/2019	05/20/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to County of Nassau, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

## CERTIFICATE HOLDER

County of Nassau  
One West Street  
Mineola, NY 11501

## CANCELLATION

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

*P. Saund*

ACORD 25 (2016/03) 1 of 1  
#S25899596/M25085425

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