



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-09-2022

Subject: Telecommunications Maintenance and Repair (S/B # 93972-09021-132)	Date: January 19, 2022
Department: Department of Shared Services Office of Purchasing	Vendor Name: American Communications Industries Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-09-2022
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
2/2/22 <i>RG</i>	CPO	<i>AW</i> 2/11/22	Budget
01/27/2022 <i>85-82</i>	County Atty.		County Exec.

Material Adverse Information Identified? No

Narrative

Purpose: To authorize and award a blanket purchase order for Telecommunications Maintenance and Repair for the Nassau County Office of Information Technology.

Discussion: This solicitation was advertised in Newsday, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs and CSEA was notified of this solicitation.

27 Vendors viewed the bid
6 Woman owned business 5 Minority (African/American) 13 Small Business
0 Service Disabled (Veteran) owned business 0 Veteran Owned Business

2 Vendors bid on this solicitation
 ___ Woman owned business ___ Minority ___ Small Business
 ___ Service Disabled (Veteran) owned business ___ Veterans

The identified lowest responsible bidder American Communications Industries Inc. is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Sixteen Million Dollars (\$16,000,000.00) from general funds ITGEN1200, DE5A5 and ITPHONE. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4), one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to American Communications Industries Inc. as the lowest responsible bidder meeting specifications.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
15 FEB 15 P 1:51

T. Funaro 1/27/22

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY OFFICE OF INFORMATION TECHNOLOGY, AND AMERICAN COMMUNICATIONS INDUSTRIES INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 93972-09021-132 for Telecommunications Maintenance and Repair for the Nassau County Information Technology Department as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that American Communications Industries Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with American Communications Industries Inc.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-09-2022

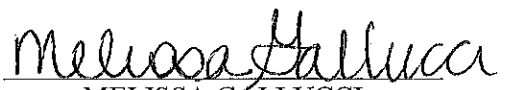
FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: January 19, 2022

SUBJECT: RESOLUTION – THE NASSAU COUNTY OFFICE OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF SIXTEEN MILLION DOLLARS (\$16,000,000.00) ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO AMERICAN COMMUNICATIONS INDUSTRIES INC. FOR TELECOMMUNICATIONS MAINTENANCE and REPAIR FOR THE NASSAU COUNTY OFFICE OF INFORMATION TECHNOLOGY.

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


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br

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





Bruce Blackman
COUNTY EXECUTIVE

Melissa Gallucci
COMMISSIONER OF SHARED SERVICES

**COUNTY OF NASSAU
SHARED SERVICES
1 WEST STREET
MINEOLA, NEW YORK 11501-4894**

Date: February 02, 2022
To: Robert Cleary, Chief Procurement Officer

Re: Low Vendor Response
Staff Summary A-09-2022 Telecommunications Maintenance and Repair

The Nassau County Purchasing Office addresses low vendor response for contracts valued at \$100,000.00 and greater in the following manner:

- All contracts valued at \$100,000.00 and greater must be bid for no less than three weeks.
- The contracts are advertised on the Nassau County Bid Board, New York Newsday and NYS Contract Reporter.
- If it is determined by the Buyer that it is likely there will be zero or only one vendor response on the first bid opening date the bid opening will be postponed for two weeks after receiving supervisory approval. The Buyer will review the Call Log and reach out to vendors that viewed the solicitation in WebProcure to ascertain their intention to bid or not. The Buyer will also make a subsequent call or e-mail to the sponsoring County agency seeking their assistance in reaching out to potential vendors.
- If on the first day scheduled bid opening day the Buyer finds that there will be no interest or just one bidder participating an automatic postponement of two weeks will be imposed in order to glean more vendor participation.
- After the first postponement the bid will open if at least one bidder has submitted a bid and it is determined that due to the nature/history of the procurement no further vendor participation can be expected.



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?

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:
Joseph Misseri [JMISSERI@AMERICANCOMMUNICATION.COM]

Dated: 08/27/2021 01:03:55 PM

Vendor: American Communications Industries, 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:
Joseph Misseri [JMISSERI@AMERICANCOMMUNICATION.COM]

Dated: 10/27/2021 02:44:42 PM

Vendor:

American Communications Industries,
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.

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: 08/27/2021

1) Proposer's Legal Name: American Communications Industries, Inc.

2) Address of Place of Business: 111 Kreischer Street

City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10309

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 186683426

5) Federal I.D. Number: 22-3426378

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: _____

- 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.

We would ask if our employee working at the County has any relationships with any County public servant that may create a conflict of interest. If the situation should arise, we would request more details and make a decision to avoid a conflict of interest.

- 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;

03/01/1996

- 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.

Joseph Misseri
57 Downes Avenue
Staten Island, NY 10312
President

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446
Vice President

No individuals with a financial interest in the company have been attached..

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

Joseph Misseri
57 Downes Avenue
Staten Island, NY 10312
President

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446
Vice President

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;
30
- vi) Annual revenue of firm;
3000000
- vii) Summary of relevant accomplishments
For the last 18 years, American Communications has provided telecommunications maintenance and repair for Nassau County directly for the County.
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

25

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

In addition to providing telecommunications maintenance and repair for Nassau County over the past 18 years, we have also done numerous projects for multiple locations in Nassau County.

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	Mitel Networks		
Contact Person	John Piro		
Address	430 Mountain Avenue		
City	New Providence	State/Province/Territory	NJ
Country	US		
Telephone	(212) 798-1824		
Fax #	(646) 213-3512		
E-Mail Address	john.piro@mitel.com		

Company	Johnson Controls, Inc.		
Contact Person	Michael Kalosieh		
Address	100 Lighting Way Suite 402		
City	Secaucus	State/Province/Territory	NJ
Country	US		
Telephone	(201) 305-6726		
Fax #	(855) 417-9211		
E-Mail Address	michael.kalosieh@jci.com		

Company	NYC DOT		
Contact Person	Mark DeMauro		
Address	3 Prince Street		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 689-3838		
Fax #			
E-Mail Address	mdemauro@dot.nyc.gov		

I, Joseph Misseri , 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, Joseph Misseri , 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: American Communications Industries, Inc.

Electronically signed and certified at the date and time indicated by:
Joseph Misseri [JMISSERI@AMERICANCOMMUNICATION.COM]

President
Title

08/27/2021 02:03:57 PM
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: Lawrence Presser
Date of birth: 08/26/1944
Home address: 7646 Porto Vecchio Place
City: Delray Beach State/Province/Territory: FL Zip/Postal Code: 33446
Country: US

Business Address: 111 Kreischer Street
City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10309
Country: US
Telephone: 718-967-2220

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

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>03/01/1996</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

I have 50% ownership in the business.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Lawrence Presser , 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, Lawrence Presser , 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.

American Communications Industries, Inc.

Name of submitting business

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

Lawrence Presser [LPRESSER@AMERICANCOMMUNICATION.COM]

Vice President

Title

02/14/2022 12:14:53 PM

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: Joseph Misseri
Date of birth: 05/07/1956
Home address: 57 Downes Avenue
City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10312
Country: US
- Business Address: 111 Kreischer Street
City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10309
Country: US
Telephone: 718-967-2220
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached:

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

President	<u>03/01/1996</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

I have 50% ownership in the business.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Joseph Misseri, 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, Joseph Misseri, 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.

American Communications Industries, Inc.

Name of submitting business

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

Joseph Misseri [JMISSERI@AMERICANCOMMUNICATION.COM]

President

Title

02/14/2022 12:25:00 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: American Communications Industries, Inc.

Address: 111 Kreischer Street

City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10309

Country: US

2. Entity's Vendor Identification Number: 22-3426378

3. Type of Business: Closely Held Corp (specify) _____

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

1 File(s) uploaded 2021 Consultants Contractors and Vendors.doc

No principals have been attached to this form.

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.

Joseph Misseri
57 Downes Avenue
Staten Island, NY 10312

Lawrence Presser
7646 Porto Vecchio Place
Delray Place, NY 33446

No shareholders, members, or partners have been attached to this form.

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):

N/A

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

N/A

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

N/A

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.

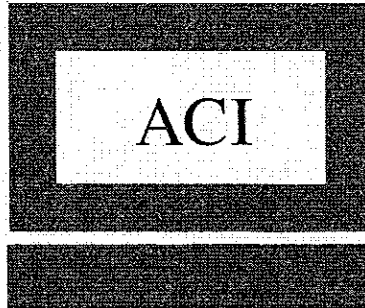
Electronically signed and certified at the date and time indicated by:

Joseph Misseri [JMISSERI@AMERICANCOMMUNICATION.COM]

Dated: 08/27/2021 02:13:55 PM

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.



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

34 Tanner Street
Haddonfield, NJ 08033
(856) 354-0974

111 Kreischer Street
Staten Island, NY 10309
(718) 967-2220
FAX (718) 967-8408

August 27, 2021


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

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):

Joseph Misseri
57 Downes Avenue
Staten Island, NY 10309

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 93972-09021-132
	COUNTY OF NASSAU		Dated: Ad. 07/15/2021
	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 September 02, 2021 11:00 A.M. E.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	OFFICE OF PURCHASING REGISTRATION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Telecommunications Maintenance and Repair

SEP - 2 2021

- 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:

Various Nassau County Locations

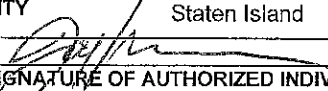
GUARANTEED DELIVERY DATE

15 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 22-3426378

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER American Communications Industries, Inc.			
ADDRESS 111 Kreischer Street			
CITY Staten Island	STATE NY	ZIP CODE 10309	TELEPHONE 718-967-2220
SIGNATURE OF AUTHORIZED INDIVIDUAL 		Joseph Misseri President	
		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 is 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, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for 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: American Communications Industries, Inc.

Address: 111 Kreischer Street Staten Island, NY 10309

Telephone No: 718-967-2220

Fax No: 718-967-8408

1. State Whether: A Corporation Yes
- 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

President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: American Communications Industries, Inc.

ADDRESS: 111 Kreischer Street Staten Island, NY 10309

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

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

PRESIDENT Joseph Misseri 57 Downes Avenue Staten Island, NY 10312

VICE PRESIDENT Lawrence Presser 3646 Porto Vecchio Place Delray Beach, FL 33446

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? November 2016

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 25 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

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

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
Joseph Misseri	President	45 years	Technical/Managerial/Executive	Owner
Lawrence Presser	Vice President	40 years	Managerial & Executive	Owner

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

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President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-09021-132

Currently, we are the company responsible for maintaining Nassau County, Nassau County Police Department as well as the

Nassau County Jail so we are familiar with the proposed work.

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

John Reino, Project 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: Johnson Controls

ADDRESS:

100 Lightning Way Suite 402

Secaucus, NJ 07094

TELEPHONE: 201-325-4100 CONTACT PERSON Michael Kalosieh

CONTRACT DATE: March 2020 - March 2021

2. REFERENCE'S NAME: Mitel Networks Solutions

ADDRESS:

430 Mountain Avenue

New Providence, NJ 07974

TELEPHONE: 212-798-1824 CONTACT PERSON John Piro

CONTRACT DATE: January 2012 - Ongoing

3. REFERENCE'S NAME: NYC DOT

ADDRESS:

3 Prince Street

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BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-09021-132

Brooklyn, NY 11201

TELEPHONE: 718-689-3838 CONTACT PERSON Mark DeMauro

CONTRACT DATE: October 2019 - Ongoing

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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BIDDER

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:

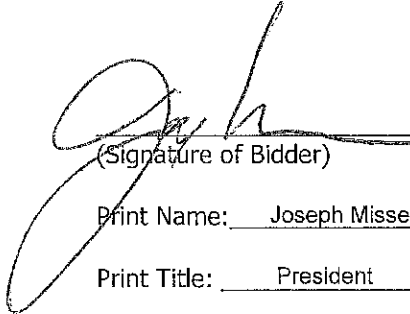
PLEASE CHECK ONE:

☒ 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: 9/31/2021


(Signature of Bidder)

Print Name: Joseph Misseri

Print Title: President

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BIDDER

President

TITLE

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.

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TITLE

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

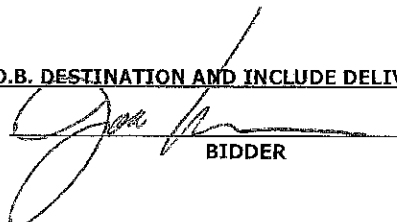
As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

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

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- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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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TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

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

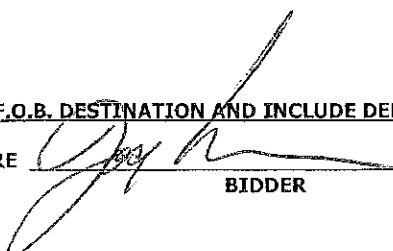
- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers,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

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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.

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INTENT

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

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

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

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

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-
1.

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 _____ 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.

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

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.

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BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-09021-132

*****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.

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

PAYMENT: A certified invoice, or a County claim form to which the invoice is 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.

Claimant Name	Date
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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.

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

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 fall 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: 1 year

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

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.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 1 year **DAYS AFTER BID OPENING**

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

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SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

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

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation 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 solely 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.

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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: NJ Manufacturers Group

Or

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

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of 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 minimum single 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.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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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.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

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

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

NON PERFORMANCE

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

DISCLAIMER

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

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

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BIDDER

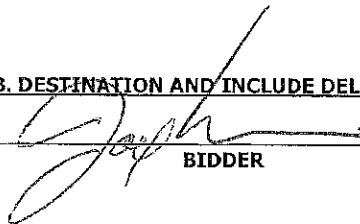
President

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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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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"

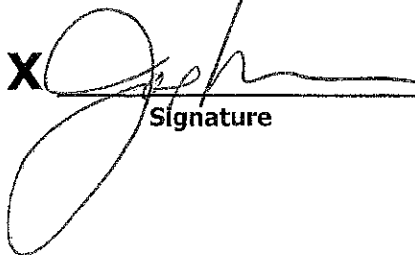
PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID 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 Detailed Spreadsheet Attached DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X 
Signature

President
Title


Date

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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.

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

this 31ST day of August, 20 21 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: American Communications Industries, Inc.

Address: 111

Street: Kreischer Street

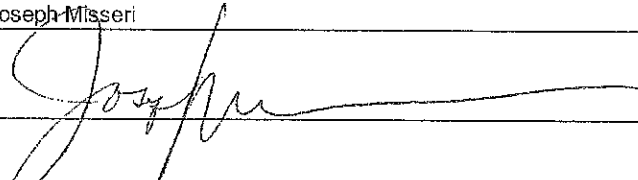
City, Town, etc: Staten Island

Telephone: 718-967-2220

Title: _____

If applicable, responsible Corporate Officer

Name Joseph Misseri Title President

Signature: 

Sign Here

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

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

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

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

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

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

Prices **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

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GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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Living Wage

Section 1. Authority and Usage

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

Section 2. Clarification of Terms

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

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

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

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

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

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

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

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

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

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

4. Waiver of the Law

a. Application of the Provision

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

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

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

OR

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

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

Foster care services under the New York Social Services Law.

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

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

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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

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

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

.. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

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

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

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5. Inter-Governmental Agreements

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

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

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

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

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

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

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

Appendix L

Certificate of Compliance

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-09021-132

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

The chief executive officer of the Contractor is:

Joseph Misseri (Name)
111 Kreischer Street Staten Island, NY 10309 (Address)
718-967-2220 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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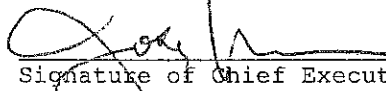
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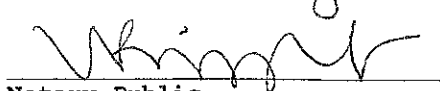
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Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

8/31/21
dated

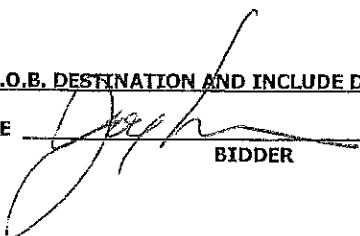

Signature of Chief Executive Officer
Joseph Muscare
Name of Chief Executive Officer

Sworn to before me this
31 day of August, 2021

Notary Public

VANESSA RIZZUTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RI6371869
Qualified in Richmond County
Commission Expires March 5, 2022

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NY STATE LABOR LAW

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

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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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.

BIDDERS WALK THROUGH: A one-time compulsory bidders conference will be held on October 11, 2016 at 240 Old County Road Mineola, N.Y. 11501 at 10:00 A.M. A one-time compulsory comprehensive walk through will be conducted immediately following bidders conference with the appropriate facility representatives. All bidders shall be required to be present on the specified date. A signed in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the conference and complete the entire walk through.

SURETY: In the event an award is made hereunder, the successful bidder hereby agrees to obtain and filed with the County of Nassau, security in the amount of **\$1,500,000.00** to be entrusted to the County of Nassau as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director of the Office of Purchasing, or his designee, 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 the default of the Contractor. Bonding Companies must be authorized to transact business in the State of New York.

BID SECURITY: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND**, payable to the County of Nassau for: **\$2,000,00**

. Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

Estimated yearly Usage \$2,000,000.00

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The key dates for this project are as follows:

August 11, 2021_____ Bidders Conference. All bidders are required to attend this meeting which will be held at:
10:00 a.m.
Information Technology Training Room 608
240 Old Country Road
Mineola, NY 11501

Bidders should also provide the required reference information at this time.

Following bidder conference: Site surveys of various County facilities. All bidders must visit all sample sites; no repeats.

Questions submitted by August 18, 2021_ All questions to be provided in writing to the Office of Purchasing. They may be provided, in addition, as an Office Word document. If deemed necessary, the County will respond to questions by:

Questions can be submitted by e-mail fax or mailed in no question will be accepted after August 18, 2021

September 01, 2021_____ Bid due date. All bids are to be submitted by this date and time. Incomplete or late bids will not be accepted for consideration. All bids submitted shall become the property of the County Of Nassau. The County may reject any or all bids and correct any arithmetic errors in any bid.

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Specifications:

Scope of Services Nassau County Telecommunications Maintenance and Repair July 2021

A1) Overview

Scope of Services described in the document applies to all current and future Nassau County Government locations, including Nassau County Jail, Nassau County Police Department facilities and Nassau County Community College.

Due to the nature of changing technology, the current telecommunications status described in this document is expected to change on a regular basis. As such, the maintenance and repair needs of the county will also change. The selected vendor must accommodate these changes as well.

This section attempts to provide all Bidders some specifics, regarding the equipment and cable plant that the County owns, that will be useful in formulating their bid. Additionally, it is intended that Bidders visit sites that the County feels are most representative or have special working conditions, before presenting their bid.

The County is currently in the process of upgrading the voice & data networks to consist Category 6E (for Voice) and Category 6E (for data) UTP for station cable using ISDN pin-outs and a few different riser systems; however in the new or larger buildings station cabling has become mostly dual Category 6E.

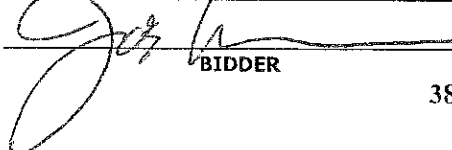
The voice distribution systems are all copper risers from a building M.D.F. to its respective I.D.F.s. Owing to budgetary constraints in the PBX conversion, not all buildings had Category 6E data station terminated on patch panels or fiber optic cable installed. However, we did use copper risers for low-speed or "dumb" terminal connectivity. The original UTP was terminated on a combination of BIX/36DI/46DI blocks but now the County uses mostly RJ45 Leviton patch panels and jacks, which the Successful Bidder will provide under this contract.

In a number of buildings, where multiple I.D.F.s exist, fiber using ST, SC and LC connectors was added subsequent to the PBX migration. Most multiple IDF locations now have 50mm/62.5/125 multi-mode fiber for 10/100/1000 Mb or even 10 Gb connectivity and some have single-mode fiber for Gb over greater distances.

With regard to Outside Plant (OSP), in addition to DPW sites like Signal Shop, Cedar Creek and Bay Park Sewerage Treatment Plants, there were also extensive fiber or coaxial cable systems installed at the College and Correctional Center and the County Data Center, where there is mostly 50/125 fiber with various connectors. Over the years, the County has also added substantially to its OSP and now has bi-directional single mode and/or multi-mode fiber connecting all County facilities in Mineola, the County Seat. This is mostly in conduit owned by the County but may be, in some instances, by use of aerial distribution. (Some copper may also

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be used in this manner). The County also connects the County Seat via its own OSP fiber to several County sites in Hempstead and Westbury.

If the County decides to expand its OSP, the Successful Bidder will also be required to perform any and all aspects of conduit or aerial cable installation such as poles, trenching, concrete, manhole vault installation, and directional boring and asphalt restoration etc.

The County may modify the items to be maintained on a monthly basis with thirty (30) days written notification to the Successful Bidder.

Currently throughout all its 200 or so locations, the county has the following

- 1) Approx. 3,000 Centrex lines, consisting of "Intellipath" dial tone, with service from all of the county locations
- 2) Twenty eight operating telephone company central offices in Nassau.
- 3) The equipment to be supported consists of various Norstar Key Service Units (KSU) with approx. 3000+ digital sets. The KSUs support a combination of T-7208, T-7316, M7208, M7310 and M7324 phones.
- 4) VoIP systems consisting of approx. 40 PRI's with approx. 3000+ DIDs. Systems listed below are maintained separately by the county. The selected vendor will be required to assist with M/A/C as requested by the County.
 - i. Alcatel – various locations, approx. 5000 phones
 - ii. Avaya – Medical Examiner and Vets, approx. 120 phones

The County facilities to be serviced by the Successful Bidder will change over the length of the agreement as buildings close or staff relocates. From time to time the County may even construct a new facility or completely renovate or expand an existing site; in such cases the Successful Bidder will install all communications cabling, conduit and phone related equipment (as leases or other covenants permit).

At some sites there are also Automated Call Distributors (Cinphony ACD) or Valcom external paging systems and, where there is a large concentration of equipment, Uninterruptible Power Supplies (UPS).

A2) Wiring Standard

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All wiring, plant and equipment must, at least, meet minimum code specifications. Any intra- building plant is to be installed per the County guideline and should provide a simple and cost effective method of connectivity and also provide transport for both analog and digital communications for Voice and Data devices. As part of this guideline, it is imperative that all copper plant follow EIA/TIA-568B standards for cable/termination performance and all buildingcode specifications.

In recent years the County has run dual/triple Category 6E cabling to each station but that is subject to change over the life of the contract. The original UTP station cable could be any of thefollowing Cat3/Cat4; Cat3/Cat5 or Cat3/Cat5e.

In addition, the County may require that one or more samplings of cable of sufficient size fromeach lot number must be sent to an independent laboratory for testing.

Fiber Optic cable installations may also have similar sampling requirements. Any wire/cable mustbe installed per the following County guideline:

A. Station (device) Terminations/Horizontal Distribution:

Duplex RJ45 jack with the data jack (ISDN pin outs). Two four-pair cables, 24 AWG, unshielded twisted pair.

Level VI E Voice

Level VI E Data

Station cable is now typically terminated on Leviton hardware (or equivalent) and four pair patchpanel cable connection to the BIX riser panel or 6E Patch Panel for voice and data on 19" rack, asrequest by County.

B. Vertical (riser) Distribution

24AWG (or larger) unshielded twisted pair, Cat 6E separate, separate bundles for voice and data. Sized at four pairs for voice & data.

In multi-story buildings assume an equal distribution of devices per floor.

C. General Guidelines

The two horizontal cables to a device shall have different colored jackets for Voice and Data - typically white and blue; yellow if a third is required.

As a general rule EIA/TIA569 should be followed, such that each floor shall have its own IDF forthe termination of that floor's horizontal distribution unless cable runs exceed 250 feet. Should

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cable runs exceed 250 feet, multiple IDF's shall be established per floor to accommodate the 250foot maximum parameter. In some locations, the County may elect instead to run station cable from multiple floors to a single IDF.

Each building shall have its own MDF which shall be the central connecting point for that building's IDFs and the County's inter- building plant where applicable. Each building's MDF mayalso serve as the IDF for its own floor. IDFs and/or MDF are typically interconnected using 50/62.5/125 multi-mode fiber with LC connectors.

In a campus environment the County may also elect to install single- mode fiber with LC connectors due to the distance or bandwidth requirements.

In any campus environment (e.g. Parks Department, Cedar Creek, Bay Park, Plainview, Correctional Center and College), there shall be an MDF/DEMARC per building which shall be thepoints of connection for the intra-campus plant, the systems bid, and all network facilities. Each building will be equipped with its own KSU's to service the stations located within.

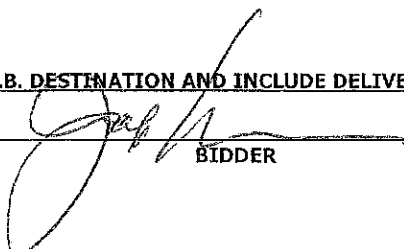
All cable pairs (inside and outside plant) must be cut down, marked and tested whether working or spare, all jacks must be clearly labeled and phones must have a type-written designation strip.

There are three different categories of building, that may effect unit pricing for voice/data cabling for any given M/A/C; most cabling in buildings falls into the Normal category; there aresites like the Correctional or Juvenile Detention Centers where Escorts are required and some where Special conditions such as carpeted floor cells may exist.

Any new copper or fiber installation must be tested and results sent to County IT staff.

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A3) Fiber Optic Guidelines

If new fiber-optic cabling is required, then bi-directional OTDR results must also be supplied indicating the length and fiber losses of the installation. In addition, terminations must be "uni- cam" and require less than .5 dB for multimode/.2dB for single-mode, all splices will be fusion not mechanical and must result in a maximum loss of .2 dB.

Even though today our standard connectors are LC for 62.5/125; LC for 9/125 and 50/125 micron fiber, many of the original sites still have LIUs with ST connections.

A variety of fiber panels are used depending on the location and strand count to be terminated. The

OSP fiber-optic cable is predominantly 'dry' rather than loose tube gel-filled.

A4) Miscellaneous Guidelines /Information

All devices supplied by successful bidder which interface to station terminations must connect via mounting cords with RJ45 plugs (ISDN pin out) of at least ten feet in length.

All frame connections for riser should be RJ45 Patch Panels, primarily for space and insertion loss considerations.

All riser cable coring, boring, trenching, sleeving and/or conduits shall be provided by successful bidder.

Any potential system operational problems associated with the use of 24 AWG cable (such as distance limitations) must be addressed by the bidder and solutions such as the use of 22 AWG cable or fiber optic and their associated costs proposed to the County. It is the bidder's responsibility to determine if the distance requirements of the County can be accommodated by the systems and equipment bid, including support of 100/1000/10,000 Mbps data.

In known RFI/EMI problem areas, 22 AWG shielded twisted pair or 62.5/125 micron multi-mode fiber optic cable should be utilized.

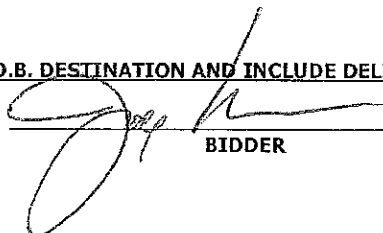
All wiring shall be concealed through any combination of ceiling, wall, floor, inner duct and conduit access. Where impractical and/or inaccessible, wiring must be installed with wire molding. Exposed wiring will not be allowed without prior written consent by the County.

Cabinetized IOF's must be provided at any location not within a secured area (County's discretion).

The MDFs and IDF's must be constructed so that computer and telephone station and riser wiring are terminated on separate and distinct Patch panels.

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For the duration of the Successful Bidder's contract with the County, the Bidder must maintain their status as being authorized by the manufacturer's distributor to purchase and install Norstar hardware and software and provide the County with documentation attesting to that fact for each renewal by the manufacturer or distributor.

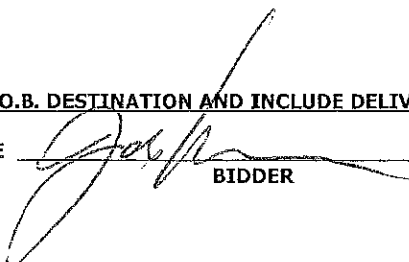
For all work other than routine M/A/Cs the Successful Bidder must provide test results, in electronic format (such as a PDF file), for all station and fiber optic cable showing compliance with EIA/TIA 568 standards and with the specifications of the cable being used; in the case of fiber-optic cable all applicable wavelengths e.g. 850 nm, 1310 nm or 1550nm.

Bidders must also include with their Bid representative data/specification sheets for the Category 6, 50/62.5-125 multi-mode, 9/125 single mode ISP and OSP that they would typically install.

The preferred or usual suppliers of this cable should be noted, if not obtained directly from the manufacturer.

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A5) Required Tasks

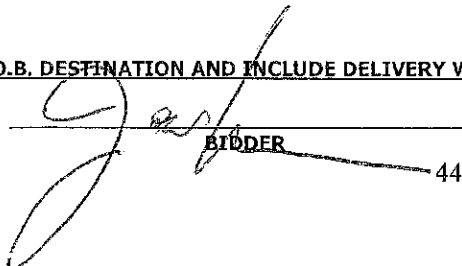
- 1) The successful Bidder will be required to perform all maintenance and MACs (Moves, Adds and Changes) tasks on the Norstar systems.
- 2) The successful Bidder will be required to respond to failures according to the following SLAs.
 - a. Catastrophic Failures – 120 minutes (25% of phones/lines outage in building or department)
 - b. Major Failures – 180 minutes (10% of phones/lines outage in building or department)
 - c. Minor Failures – 24 hours , next business day (defective user equipment)
- 3) The successful Bidder will be required to perform MACs on additional phone systems at the request of the county.
- 4) The successful Bidder will be required to perform additional tasks (in addition to MACs and Maintenance) on a time and material basis. This work will be requested by an approved Statement of Work.

Tasks to include but not limited to:

1. Fiber pulls
2. All copper and fiber related tasks
3. Trenching
4. Vault and manhole installations
5. Design and Installation of new MDF and IDFs
6. Training on old and new Technologies

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A6) Maintenance

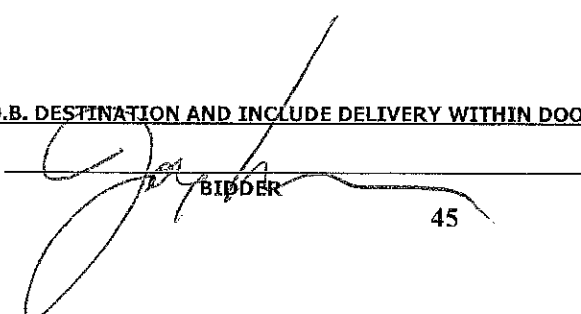
Maintenance on the Norstar systems will be done on a time and material basis by the successful bidder's technical staff. Maintenance to include, but not limited to...

- 1) Analyzing resident diagnostics of the system and reporting them to the County.
- 2) Cleaning fans and filters (if equipped).
- 3) Traffic analysis for network evaluation and load balancing.
- 4) Checking and exercising UPS system in conjunction with appropriate County personnel. Replace batteries on UPS according to manufacturer recommendations.
- 5) System inventory kept current.
- 6) Assuring cabinets and equipment are as dust free as possible by regular vacuuming.
- 7) All other appropriate procedures and reporting format to insure proper completion.
- 8) Preventive maintenance, which is not transparent to the user, must be done off-shift time, from 6 P.M. to 6 A.M.

If maintenance is performed during onsite technicians regularly scheduled hours, Nassau County should be billed for material only. If maintenance is done after regularly scheduled hours, (nights / weekends) then Nassau County can be billed for technician's time and materials.

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A7) Staffing

The Successful Bidder shall assign to the County, all under the direction of the Deputy Commissioner of Information Technology, a dedicated team consisting of:

- a. Two (2) technicians for performance of maintenance and routine installs/relocations (M/A/Cs) at all County locations except for the Police Department. These individuals must have asbestos awareness training and ten (10) years working on Norstar and as a certified technician. They must also be able to perform MACs on any additional phones systems acquired by the county, including but not limited to Avaya and Alcatel.
- b. An additional technician for the use of the Police Department with ten (10) years certified experience in a Norstar environment. They must also be able to perform MACs on any additional phones systems acquired by the county, including but not limited to, Avaya and Alcatel.
- c. Additional technical staff, with skills as aforementioned in Section A. & B may be obtained by the County on an as needed basis. Additionally, as is required to support, maintain, upgrade or relocate County communicationsequiment the Successful Bidder may be asked to provide other staff,
- d. including sub-contractors, with different skill sets or expertise in other types of equipment.

The work schedules of these technicians will be coordinated with representatives of the other agencies using this service but must all be approved by the Deputy Commissioner of Information Technology.

The successful bidder must provide transportation for technical staff.

The above staff must perform all maintenance and routine M/A/Cs .

The Successful Biddermay invoice the County for the cost of material for routine M/A/Cs and maintenance.

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Resumes and/or manufacturer certifications of the Technicians, who will be assigned to the County of Nassau, must be provided with the bid form.

Any changes to this staff or their assignments must be approved by the Deputy Commissioner of Information Technology.

The Successful Bidder will be the sole provider to the County of all Norstar telephony equipment.

The Successful Bidder will also assist county staff as requested with the M/A/C for the additional phones systems utilized by the county such as, but not limited to, Alcatel and Avaya.

Work will be assigned to the Successful Bidder's technical staff by NC help desk tickets, NC approved SOWs or via a log entry with the switchboard for the Police Dept,

A8) Materials

The successful Bidder must supply all materials needed for maintenance, MACs, and all copper and fiber related work requested via SOWs.

Bidder attests that he/she is an authorized dealer for all Norstar hardware and software utilized, or that the Bidder is authorized by the manufacturer's distributor to purchase and install such hardware and software. Further, Bidders shall provide a written acknowledgment from the manufacturer distributor or the equipment manufacturer, including the time period covered, attesting to this fact. This is to be submitted with the Bidder's bid.

All routine material deliveries need to be scheduled with county staff at least 48 hour prior to delivery. Exceptions will be made for emergencies upon request of the County.

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SUPPLEMENTAL TERMS AND CONDITIONS

A9) Special Site Conditions

- A. As a County many special conditions exist. The premises will be occupied during the course of equipment installation or maintenance. It shall be the responsibility of the Successful Bidder to coordinate all work with County personnel.
- B. The Successful Bidder shall be responsible for the safety of occupants while its work force is on the premises and shall perform all work in full compliance with Local, State and Federal health and safety regulations. Successful Bidder shall immediately correct any dangerous condition caused by or resulting from its work.
- C. If any shut-down of services is required, notice shall be made in writing and submitted to the County for approval, at least two (2) weeks prior to the proposed shut-down. Additionally, any approved shutdown cannot exceed a two (2) hour duration. In the case of the installation or relocation of equipment or software at County Police, Correctional Center, Juvenile Detention or emergency service facilities, the Successful Bidder will not interrupt service at any secure location. If service must be shutdown the Successful Bidder will install a temporary connection, including access to the E911 system, during the period of interruption for regular service. No such service interruption of Police, Correctional Center, Juvenile Detention or emergency services shall extend beyond one (1) hour. Such scheduled interruptions will take place between 1:00 a.m. and 5:00 a.m., unless otherwise specified by the County.
- D. The Successful Bidder shall maintain adequate means of entry and egress throughout the buildings. He shall monitor construction so that trucks, etc. connected with the construction and the companies and employees involved, do not block pedestrian and automobile access.
- E. The Successful Bidder and its staff or sub-contractors must park in designated areas only and

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the County is not responsible for fees/fines or tickets as a result of a failure to do so. Furthermore, the Successful Bidder warrants that the vehicles used by its staff are appropriately insured.

- F. Successful Bidder shall diligently and continuously carry out the work, and shall require the same of all subcontractors.
- G. Successful Bidder shall use construction techniques which will tend to minimize detrimental environmental impact.
- H. Successful Bidder agrees to furnish to County such information as may be required by County concerning the condition of the work.
- I. If exposed asbestos conditions are encountered or if performing work will penetrate encapsulated areas, stop that portion of the work and notify the County immediately. If cabling can be rerouted, then it is the Successful Bidder's responsibility to do so. If asbestos removal is necessary or if new conduit will alleviate the problem, then it is the County's responsibility.
- J. If cabling is authorized to be done by the County, then the vendor must provide asbestos certified staff and all necessary precautions such as using chambers, suits, masks, etc.

A10) Property Damages

No floors, walls, ceilings, or structural members of the existing finished work shall be drilled, cut or in any way defaced without the County's prior consultation and approval. The County is responsible for obtaining permission to perform any of the above mentioned work in non-owned County buildings.

The Successful Bidder will be held strictly responsible for and shall make good at its own expense, within thirty (30) days of each occurrence, any and all damage to the work of others resulting from the delivery and/or installation of its work.

The Successful Bidder shall be held responsible for any curtailment, disruption or premature disconnection or impairment of the existing telecommunications service by its personnel or procedures. Such service shall be repaired, reconnected or re-instated to the original usable state at the Successful Bidder's expense in a time period not to exceed thirty (30) days.

A11) Clean Up

The Successful Bidder shall at all times keep the premises and the buildings free from accumulation of its waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials shall be removed from and about the premises. Tools, spare parts and equipment shall be removed to a designated and secure area. The Contractor shall leave all areas, on which it has

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worked, in a broom clean condition. If the Successful Bidder fails to cleanup at any time, the County of Nassau may do so and the cost thereof shall be charged to the Successful Bidder.

A12) Responsibilities of Successful Bidder

The Successful Bidder agrees to engineer, design, furnish, install, cutover, test, maintain, cure and properly implement the equipment in the manner herein provided. Bidder is responsible for the storage of all its wire, cables, and equipment.

A13) Manufacturer's Instructions

Where it is required in the specifications that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation shall be in

strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Deputy Commissioner of Information Technology, with approval obtained, before work is begun.

A14) Third-Party Relationships

Without prior approval of the Deputy Commissioner of Information Technology, the Successful Bidder will not be authorized to cause the County to incur any expense from a third-party.

A15) Space, Power and Environmental Requirements

The Contractor shall provide ongoing technical and engineering data to assure proper equipment maintenance and operation to meet present and future needs.

A16) Space Requirements

The County shall authorize the use of secure space on the premises for the Successful Bidder to house its equipment, cabinets etc.

A17) Power Requirements

The County, at its cost, shall provide commercial power as specified in writing by Successful Bidder's personnel, and approved by the County, to accommodate the maximum backup and ancillary equipment. Should the power provided prove inadequate (and the service limits anticipated hereunder are not exceeded) the cost of providing an adequate level of power shall be borne by the Successful Bidder. The decision to declare power inadequate shall rest with a duly appointed electrical engineer selected by the County.

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A18) Environmental Requirements

Successful Bidder shall notify the County of any modifications necessary to fully perform the maintenance or operation of the County telecommunications equipment or cable plant. The County, at its cost, shall contract to install the necessary air conditioning, heating, humidifying I dehumidifying, fire and water protection, lighting and security devices for its equipment and for any equipment specified in writing by Successful Bidder's personnel and approved by the County. The Successful Bidder shall bear the additional costs of any required improvements and related costs not specified in this manner.

A19) Preventative Maintenance

The Successful Bidder's installation personnel shall perform all manufacturer recommended preventative maintenance. These routines shall include, but not be limited to, analyzing and recording traffic data, diagnosing failures and tracking their frequency.

The Contractor must also perform functions necessary, to prevent or recover quickly from future failures, such as storing and protecting KSU configurations using "RAD" and monitoring routinely and testing UPS. The Contractor shall perform preventive maintenance, test routines and diagnostics on the system not less than quarterly without cost to the County.

Except in the case of emergency, preventative maintenance which is not transparent to the user, must be done "off hours" from approximately 6 p.m. to 6 a.m. or during weekend hours with the prior written approval of the Deputy Commissioner of Information Technology. Where maintenance requires taking the system(s) down, the Successful Bidder must notify the Deputy Commissioner of Information Technology one week prior to the scheduled work and make every reasonable effort to accommodate the time that the County requires the work to be done.

A20) Equipment Acceptance Criteria

Acceptance testing for the installation of new equipment or relocation of existing equipment to a new location shall consist of an Initial Acceptance Test and, if necessary, a Second Acceptance Test.

A. Initial Acceptance Test

Initial acceptance testing shall be performed upon equipment following its installation or relocation and successful completion of a ten (10) day test and verification period. This test and verification period shall consist of ten (10) consecutive business days of normal traffic load with no more than five percent (5%) component failures and alarm indications for minor failures. This sequence of acceptance tests shall cover the total equipment operation as shown in the following schedule:

1. Pre- installation or relocation and installation or relocation testing.
2. Completion of "Punch List".

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3. Initial Acceptance Testing.
4. Ten (10) day test and verification period.
5. Second or Final Acceptance Testing.

During the Initial Acceptance Test Periods, there shall be no Catastrophic Failures, or no more than one (1) Major Failure or no more than twenty-five (25) Minor Failures as defined below:

Catastrophic Failure means that more than twenty-five percent (25%) of the total cable capacity and/or trunkage and or extension stations and/or tie lines are inoperable, or the battery back-up is inoperable, or twenty-five percent (25%) of the consoles are inoperable.

Major Failure means that more than ten percent (10%) of the total cable capacity and/or trunkage and/or extension stations and/or tie lines are inoperable, or failure of more than

twenty-five percent (25%) of the features and services, or failure of one console or loss of night service arrangement.

Minor Failure means failure of a cable pair, line or trunk card, station equipment, such as lamps, buttons, or any other failure resulting in a malfunction affecting a telephone station or any service affecting failure of a lesser magnitude than any Major Failure.

During the Initial Acceptance Test Periods any Minor Failure shall be remedied by the Successful Bidder within one (1) business day after notification from County, and any Major or Catastrophic Failure shall be remedied within three (3) hours after notification by County.

All mandatory and County selected optional features of the equipment will be fully operational.

Any phone system features, cable or equipment which may be included in the contract, such as Voice Mail, ACD, Battery Back-Up or UPS will also meet the ten (10) day test criteria.

Upon completion of the Initial Acceptance Test Period, County shall, within seven (7) days, either give formal written notice of its acceptance or shall specify in writing those portions of the criteria which have not been met and permit Successful Bidder to cure as hereinafter provided.

In the event that Successful Bidder fails to meet the criteria set forth above for the Initial Acceptance Period, a period of thirty (30) days to cure any deficiencies and prepare the equipment for a Second Acceptance Test Period shall be allowed.

Should the Successful Bidder meet the criteria set forth above, a Second Acceptance Test Period shall not be necessary.

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B. Second Acceptance Test Period.

Successful Bidder shall give written notice to County of the commencement of the second ten (10) day Acceptance Test Period which commencement shall in no event begin later than thirtyone (31) days following the expiration of the Initial Acceptance Test Period.

The criteria for Acceptance during the Second Acceptance Test shall be the same as the criteria for the Initial Acceptance Test.

Upon completion of the Second Acceptance Test Period, the County, within seven (7) days, shall either give formal written notice of its acceptance or shall specify in writing those criteria which have not been met.

The Successful Bidder is responsible for checking with the County regarding any restrictions to these services. The County agrees to allow access to the premises as shall reasonably be required for the purpose of maintaining the County's equipment or cable plant.

The Successful Bidder, with prior approval of the County, shall do all necessary cutting, fitting and patching of the work that may be required to properly maintain equipment, to make their several parts join together properly, to receive and provide for the work of various trades, and to be received by the work of other contractors or as required by the specifications to complete the work on behalf of the County. After such cutting, all defective or patched work shall be replaced or restored or repaired and made good as required by the County. No cutting,

excavating or any work shall be conducted in a manner or by a method or methods that shall endanger the security, work, adjacent property, workers, the public, or the work of any other contractor.

The Successful Bidder is required to maintain County plant and equipment and his costs are to include all labor and equipment required to integrate its equipment with any existing County inter- or intra-building cable.

The Successful Bidder shall keep up to date documentation necessary to properly operate and maintain the County equipment and plant. The documentation shall include, but not be limited to, outside cable plant, splices and terminals inside and between buildings. The documentation shall provide specific details as to cable, route numbers, cable size, gauge, load points, repeaters, terminals and counts. All outside cable plant and house cable terminals throughout each building shall be clearly documented on reproducible translucent paper. Documents shall include conduit routes, staking sheets, installation manuals, operating manuals, technical manuals, circuit schematics, circuit descriptions, elementary and block diagrams and drawings; software program information (where applicable); diagnostic listings; flow charts and troubleshooting guides.

The Successful Bidder shall maintain the County equipment, plant and conduit taking full advantage of any construction facilities available. Should conduit be fully utilized, temporary wiring may be installed with prior written permission from the County, provided that the temporary wiring is secured

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and not hazardous to staff or the public. The temporary cables or condition must be replaced with permanent wiring or conduit as soon as is feasible.

The Successful Bidder shall seek approval and coordination from the County for the installation of all cable and ancillary equipment in the building prior to installing said cable and ancillary equipment.

Any work performed or new equipment installed by the Successful Bidder is warranted for one year from the date of acceptance by the County.

A21) Failure to Meet Acceptance Criteria

In the event Successful Bidder fails to meet the criteria set forth herein, in addition to any other remedies that the County may have, the County shall have the right to terminate this Agreement.

A22) Provision of Documentation

At least thirty (30) days prior to the installation of new equipment or relocation to a different facility, Successful Bidder shall provide to County, at no additional cost to the County, station and

operator manuals as may be necessary or desirable to assist County's employees in the use of the equipment.

Upon completion of said relocation or installation, Successful Bidder shall furnish to the County all shop drawings, as built drawings, records, cuts, prints, descriptive literature, and wiring diagrams. All drawings shall become the property of the County.

Following installation or relocation, Successful Bidder shall keep current software records and maintenance logs on premises and be responsible for maintaining a current status of all documentation.

A23) Subcontractors

County must approve Successful Bidder's choice of subcontractor(s).

A24) Working Hours

The Successful Bidder must coordinate his/her installation schedules so that the work is performed during the County's Maintenance Staff's normal working hours, from 9:00a.m. to 4:45p.m., Monday through Friday unless written permission is obtained from the Deputy Commissioner of Information Technology to work during other times.

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Where work requires taking the system(s) down, the Successful Bidder must notify the Deputy Commissioner of Information Technology one week prior to the scheduled work and make every reasonable effort to accommodate the time that the County requires the work to be done.

The County official Holiday schedule shall prevail with regard to payment for overtime. This condition shall in no way affect the Successful Bidder's responsibilities for the timely maintenance, repair or installation of the equipment.

The Successful Bidder's staff must be available to support and respond to requests for repair of equipment or cable at 24 hours per day, 7 days per week facilities.

A25) Warrantees

The Successful Bidder warrants that the equipment shall be new, wherever possible, merchantable, suitable and fit for the purpose intended and that the installation shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. Under this warranty, the Successful Bidder shall also be liable to repair and install and/or replace without charge any equipment or part thereof which, within one (1) year from the Date of Acceptance, that is or becomes un-merchantable, unsuitable or unfit for the purpose intended.

For any County telephony equipment that is impacted by an 'End of Life' (EOL) or

'End of Support' (EOS) declaration by the manufacturer, the Successful Bidder must notify the County in writing at least ninety (90) days prior to the manufacturer's EOS/EOL date and also

state if 'Time and Material' support for the equipment is a viable option. This will permit the County to purchase alternative equipment from the Successful Bidder.

The foregoing warranty does not extend to any equipment for which the County has received an EOS/EOL declaration from the Successful Bidder; subjected by the County to misuse, neglect, accident, unauthorized modifications, or to use in violation of applicable instructions furnished; nor to equipment where the serial number thereof has been removed, defaced, or altered- unless so done by Successful Bidder, its agents or subcontractor.

The Successful Bidder represents and warrants that:

- A. It has inspected the premises and has determined that conditions thereon are satisfactory in all respects for the installation of the equipment; and accepts any available blueprint and/or building plans as guidelines only and accepts that these existing plans are not presented as an accurate representation of all existing conditions; and accepts that the County shall not allow any "NO KNOWLEDGE" declarations once a bid has been accepted.
- B. The Successful Bidder's equipment shall consist of new components, wherever possible, of

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the highest quality available. The Successful Bidder represents and warrants that it shall maintain the equipment and all related equipment in the equipment in working order twenty- four (24) hours per day, seven (7) days per week and shall provide emergency telephone numbers where Emergency Service can be obtained during the Warrantee Period with two-hour response for Catastrophic Failures, three (3) hour response for Major Failures, and twenty-four (24) hour response for Minor Failures with "Failures" defined in Section 11.17 of this Bid Document.

- C. All Workmanship, Materials or Equipment, either at the site or intended for it shall conform in all respects with the requirements of all Contract Documents, and shall comply with all Federal, New York State, Nassau County and/or industry standards. It shall be a workmanlike installation and the best obtainable from the crafts and trades. In all cases, the materials, equipment and workmanship shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.
- D. The Successful Bidder consents that the equipment, cable, all hardware and software shall be as described in the original bid, unless changes in the specifications have been made and agreed to in writing by the County.
- E. All labor shall be performed by mechanics skilled in their respective trades. Prior to submitting a bid, the Contractor shall become familiar with the local labor conditions, skilled and unskilled.
- F. The Successful Bidder agrees to furnish to the County at least quarterly, copies of his summary of, maintenance and repair activity to the Deputy Commissioner of Information Technology in an electronic format acceptable to the County.
- G. The Successful Bidder accepts the responsibility to maintain the aesthetics of the County buildings throughout all phases of installation.

A26) Maintenance Non-Performance Penalties

The Successful Bidder, monitored by the Deputy Commissioner of Information Technology, shall be responsible for responding to maintenance calls as follows:

Catastrophic Failures shall be responded to by the maintainer within 120 minutes. A penalty of \$50 will be assessed the maintainer upon the 121st minute of non-response. An additional penalty of \$100 will be imposed upon the 181st minute and the first minute of each hour thereafter until the maintenance/repair call is responded to. The County reserves the right to designate particular phones and/or areas as key to operations/security, and therefore if in need of repair, emergency in nature.

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Major Failures shall be responded to by the maintainer within 180 minutes or a penalty of \$50 will be assessed upon the maintainer as of the 181st minute of non-response and each first minute of each additional hour until the maintenance/repair call is responded to.

Minor Failures shall be responded to by the maintainer within 24 hours (next business day). Non-response will result in a \$25 per day assessment per occurrence to the maintainer.

Full weekend and County holiday service must be provided.

A27) Payment schedule

With respect to any claim for payment, the Successful Bidder shall submit to the County a Claim Voucher, as supplied by the County Comptroller along with two (2) original copies of the invoice. Invoices should be submitted monthly for all time and material expenses. Invoices should be submitted separately to the Police Department for their maintenance costs and onsite technical staff.

A28) Audit

The Purchase Price and maintenance for equipment and cable plant, shall be determined by an audit of actual equipment installed, such taken by the Successful Bidder and approved by the Deputy Commissioner of Information Technology on a mutually agreeable date.

The Successful Bidder shall maintain full and complete books and records of accounts in accordance with accepted accounting practices, and such other records as may be prescribed by the County Comptroller. Such books and records shall be retained for a period of six (6) years from the date of final payment, and shall at all times be available for audit and inspection by the County Comptroller or his duly designated representative.

A29) Transition

Over the thirty (30) day period prior to the end of the contract term or at termination and before a release by the County of any performance bond or payment for work in progress (but not yet completed) the successful bidder must provide to the Deputy Commissioner of Information Technology the following:

- A. An accurate written status of all work in progress, test results, KSU or other passwords and all outstanding invoices for which the vendor will request payment.
- B. All keys, passes, as built drawings, wiring diagrams, security tools, key-sheets and the like used in the performance of their work.
- C. An Excel/Word spreadsheet/ document giving the inventory for all equipment, preventative maintenance and warranty history for UPS, ACD, VM and Paging Systems.
- D. A current RAD or backup of all KSUs, where possible.
- E. Demonstrate the correct operation of all equipment such as ACD, RADs, Voice Mail,

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Turrets, UPSs, KSUs and operator consoles, to either County staff and /or the entity responsible for County Telephone Maintenance at the end of this contract.

- F. The Successful Bidder agrees to transition and perform the work in a timely fashion and the County agrees not to unreasonably withhold payment or release of any bond.

S30) Spare Parts

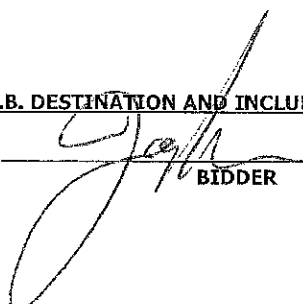
Contractor must certify that he carries, at minimum, the manufacturers' recommended spare parts and sufficient M/A/C spare stock for all equipment to be maintained and/or installed and where those parts are located. Additionally, Contractor must certify that spare parts and /or replacements will be kept in stock to maintain the equipment for the length of the contract.

A31) Bidder's Warranty -

Bidder warrants that he/she is an authorized dealer for all Norstar hardware and software utilized in the project, or that the Bidder is authorized by the manufacturer's distributor to purchase and install such hardware and software. Further, the Successful Bidder warrants that he/she is authorized by the manufacturer distributor to repair, modify, remove and configure all Norstar hardware or other equipment and software used in the project herein.

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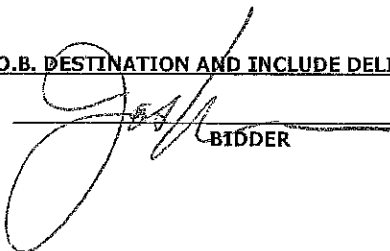
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Nassau County
Security
Restrictions

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A32) NASSAU COUNTY CORRECTIONAL CENTER SECURITY RESTRICTIONS

SECURITY REGULATIONS

A All Contractors' attention is called to the fact that this work is to be performed on the grounds and within the buildings of the Nassau County Correctional Center and, therefore, all personnel connected with this project are subject to special conditions effecting security and control of the Correctional Center operations. Every person working on this project will be given, when required to sign, printed statements explaining fully the statutory and administrative requirements. All work in a secured area of the facility will be performed in the presence of uniformed Sheriff Personnel, unless otherwise directed by the Sheriff.

B. Contractor and sub-contractors must present a daily roster of his employees to the Correctional Center authorities at the start of each work-day, signed by the Contractors. Contractors shall require that each person working at the site on this project wear an identification badge, assigned to him by the Nassau County Correctional Center, and bearing the name of the Contractor and an identification number. As badges are assigned, a record shall be kept and all Contractors must sign in and out in log-book provided. Badges are to be worn on outermost garment and shall be visible at all times. Due to past records, a limitation may be made by the Sheriff that an individual is security risk and thereby determine as to locations where some persons can work, or they may be barred from all work on the grounds of the Correctional Center.

C. The Contractor shall obey all the standard security regulations of the Correctional Center and shall be responsible for the conduct of personnel of all the related trades.

- 1) Associating or speaking to any inmate
- 2) Trespassing or leaving any vehicle on any property not assigned by the County as set aside for use of the Contractor
- 3) Leaving any vehicle on the County grounds unless it is locked and the ignition keys removed
- 4) Accepting or giving anything to an inmate. Inmates are accountable only to Correctional Center personnel; no other person shall have any conversation or dealings with the inmates. Any violations of these restrictions will cause the Contractor to immediately dismiss such workmen and employees. Any person aiding or abetting an inmate to escape or any person bringing contraband (alcohol, narcotics, weapons, etc.) on the grounds will be in violation of the law and will be prosecuted to the fullest extent of the law

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E. Employees of the Contractor and sub-contractors reporting to work shall not have any alcoholic beverages on his person, nor shall they drink any type of alcoholic beverage on the premises.

F. Employees of the Contractors and sub-contractors on narcotic medication must report to Correction Center authorities what medication they are taking.

G. All employees or persons entering upon the property surrounding the Correctional Center due to this construction are restricted to the immediate area of work. To go to any other areas, the Sheriff must grant written permission to the County Representative who will then pass the authority to the Contractor. The Sheriff will only admit to the construction site persons having official business.

H. During the term of these Contracts, the Contractor should be aware that there will be occupants in the existing Correctional Center and it will be operating continuously. As such,

- Contractors must carry on their work as quietly as reasonably possible
- shall not cause their work to interfere with access to existing buildings
- shall cause no interference with the normal operation of any of the essential services except as noted hereinafter, or as the County Representative may approve during construction

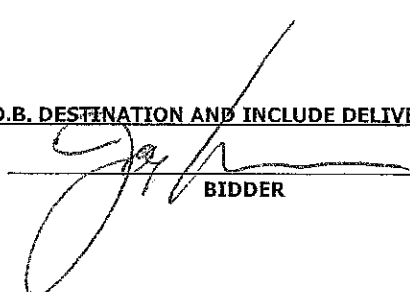
I. The Contractor must ensure that they do not leave any tools, materials or any other unattended within the work area. The Contractor is responsible to count all tools and broken tools must be properly disposed of in accordance with directions from the Correctional Center staff. All tools, equipment and materials of construction inside the Correctional Center building are to be collected and stored at the end of each day where directed by the County Representative. The Contractor must inventory all tools upon entry and upon exit.

FASTENINGS

A. All fastenings for all work on this Contract shall conform to security requirements. These requirements supersede any requirements that may conflict in the Contract. In no case shall the fact that a manufactured item has been specified without mention of special exposed fastenings be deemed to waive the requirements herein. The word "exposed" as used herein shall mean occurring in any surface that is not concealed by finished work. All spanner head or other approved tamperproof fastenings required to be removable for access or maintenance as determined by the Engineer shall be either stainless steel or dull chrome-plated, and shall be kept free of paint. Surfaces concealed by moveable items (other than moveable items protected by prison type locks such as access doors), shall also be considered exposed.

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B. "Prison-head fastenings and security fastenings" are those which have two heads; the outer head (cylindrical or hexagonal for use in tightening) to be sheared off after installation, leaving permanently exposed head free of indentations or recesses, ground smooth and flush with adjacent surfaces. Where gauge of material does not permit countersinking, use round head prison-head fastenings. Prison-head fastenings are required for all exposed fastenings, except those fastenings required to be removable for access maintenance which must be either spanner head or other approved tamperproof type. All fastenings must be clearly noted and indicated on the shop drawings covering work therein.

C. In the event of questions arising as to whether an item is permanently fixed or removable, the Engineer's decision shall govern. All fastenings shall be countersunk where specified, indicated, or required. CONTRACTOR has option of using approved type welds in lieu of non-countersunk prison-head fastenings when so approved on the shop drawings.

D. All hardware that is accessible to inmate population must have security fasteners, which the Contractor must receive prior approval to use prior to installation. Upon completion of the contract, the Contractor must turn over to the Correctional Center authorities, any specialized tools that the Contractor may need to remove fasteners.

SEALING OF JOINTS

A. All Contractors shall be responsible for completely sealing and closing all joints, cracks, openings resulting from the application of their work to all floors, walls, and ceilings.

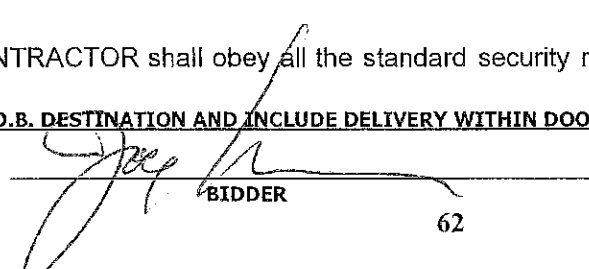
The intent is to prevent creating places for concealment of contraband by inmates. All joints, cracks, openings which, in the opinion of the Engineer and the County Representative, will provide such places for concealment must be permanently sealed with an approved gasket, closure, or sealant to be supplied and installed by the Contractor providing and installing the item on the floor, wall, or ceiling producing the joint, crack or opening.

INTERFERENCE WITH BUILDING OPERATIONS

A. The CONTRACTOR shall obey all the standard security regulations of the institution and shall

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be responsible for the conduct of personnel of all the related trades.

B. The Contractor shall arrange and schedule his delivery so as not to interfere with the normal operation of the Building.

C. Correctional Center authorities must be kept informed daily as to the location of work in progress and 24 hours prior notice must be given for the next state of work.

D. The Contractor and his sub-contractors will cooperate fully with the Correctional Center authorities.

A33) NASSAU COUNTY HEALTH AND HUMAN SERVICES RESTRICTIONS

For the length of the Contract, the Successful Bidder's staff, subcontractors, consultants and agents, at any Health and Human Services (HHS) location, including the Juvenile Detention Center (JDC), must wear an identification badge assigned by the County, and bearing the name of the Contractor and an identification number. Additionally at the JDC, all of the Successful Bidder's personnel must be escorted by HHS staff when in a secure area.

A34) NASSAU COUNTY OFFICE OF COURT ADMINISTRATION RESTRICTIONS

For the length of the Contract, the Successful Bidder's staff, subcontractors, consultants and agents, at Nassau County location utilized by the New York State Office of Court Administration (OCA), must wear an identification badge assigned by the County, and bearing the name of the Contractor and an identification number. Additionally OCA sites the Successful Bidder's personnel may be escorted by OCA staff when in a secure area.

A35) NASSAU COUNTY POLICE DEPARTMENT RESTRICTIONS

For the length of the Contract, Successful Bidder staff, subcontractors, consultants and agents shall be required, at any Nassau County Police Department (NCPD) location, including Emergency Service locations, to wear an identification badge assigned by the NCPD, and bearing the name of the Contractor and an identification number.

Additionally all Successful Bidder technicians, assigned to work with the County Police Department will undergo an extensive background check. The Successful Bidder will provide to the County, prior to assignment with NCPD, any information deemed necessary by the County so that the NCPD can perform a qualifying background check. When the assigned technician is to be unavailable, due to scheduled days off, NCPD requires ten (10) business days advanced notice. In this instance, and in the event of sickness, the Contractor can only assign a replacement technician from a list, previously approved by the County.

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Cost Proposal

TIME AND MATERIALS PRICING SCHEDULE: Please submit pricing for the 3 onsite staff listed in Attachment A, Staffing section A7a&b separately from pricing for any additional staff listed in Attachment A, Staffing section A7c. Pricing must include the items listed below. Also, for hourly rates, include pricing for years 1-5.

a. Pricing for 3 onsite staff listed in Attachment A, Staffing section A7a&b

Regular labor for an 8 hour shift between the hours of 7:00 A.M*. AND 6:00 P.M*.Monday through Friday:
(*Regular Hours worked will be determined, and may be changed, with the approval from the Nassau County Information Technology Deputy Commissioner)

• Regular hourly rate at \$ 90.00 /hr. or Daily Rate at \$ _____

a. Each additional quarter hour at \$ 22.50 /¼ hr.

OVERTIME RATES: All other times (after regular working hours listed above. or any time on Saturday or Sunday.)

OT(after regular hours M-F/Saturdays/Holidays)

DT (Sundays)

b. Minimum charge (if any) \$ 540.00

720.00

a. Overtime hourly rate at \$ 135.00 /hr.

180.00

b. Each additional quarter hour at \$ 33.75 / ¼ hr.

45.00

Next business day unless issue is

c. Response time catastrophic or major failure HRS

B) Pricing for staff listed in Attachment A, Staffing section A7c.List as many titles as needed.

**Please see attached sheets

Labor between the hours of 9:00 A.M. AND 5:00 P.M. Monday through Friday:

1) Regular hourly rate at \$ _____ /hr. or Daily Rate at \$ _____

2) Each additional quarter hour at \$ _____ /¼ hr

OVERTIME RATES: All other times (after regular working hours listed above. or any time on Saturday or Sunday.)

3) Minimum charge (if any) \$ _____

4) Overtime hourly rate at \$ _____ /hr.

5) Each additional quarter hour at \$ _____ / ¼ hr.

6) Response time _____ HRS

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TITLE

A) Pricing for 3 onsite staff listed in Attachment A, Staffing section A7a&b

Regular hourly rate		p/hr	90.00
a. Each additional quarter hour		p/quarter hr	22.50
OVERTIME RATES			
Minimum charge 4 hours OT on Saturday		4 hrs OT	540.00
Minimum charge 4 hours DT on Sunday		4 hrs DT	720.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	135.00
Sunday		p/hr	180.00
Each additional quarter hour			
After regular hours M-F/Saturday/Holidays		p/quarter hr	33.75
Sunday		p/quarter hr	45.00
Response time	Next business day unless issue is catastrophic or major failure		
VEHICLE EXPENSE		p/day	50.00

B) Pricing for ADDITIONAL TECHNICIAN

Regular hourly rate	p/hr	90.00
a. Each additional quarter hour	p/quarter hr	22.50
OVERTIME RATES		
Minimum charge 4 hours OT on Saturday	4 hrs OT	540.00
Minimum charge 4 hours DT on Sunday	4 hrs DT	720.00
Overtime hourly rate		
After regular hours M-F/Saturday/Holidays	p/hr	135.00
Sunday	p/hr	180.00
Each additional quarter hour		
After regular hours M-F/Saturday/Holidays	p/quarter hr	33.75
Sunday	p/quarter hr	45.00
Response time	Next business day unless issue is catastrophic or major failure	

B2) Pricing for ELECTRICIAN

Regular hourly rate	p/hr	145.00
a. Each additional quarter hour	p/quarter hr	54.38
Overtime Rates		
Minimum charge 4 hours OT on Saturday		870.00
Minimum charge 4 hours DT on Sunday		1,160.00
Overtime hourly rate		
After regular hours M-F/Saturday/Holidays	p/hr	217.50
Sunday	p/hr	290.00
Each additional quarter hour		
After regular hours M-F/Saturday/Holidays	p/quarter hr	54.38
Sunday	p/quarter hr	72.50
Response time	Next business day unless issue is catastrophic or major failure	

B3) Pricing for PROJECT MANAGER

Regular hourly rate		p/hr	110.00
Each additional quarter hour		p/quarter hr	41.25
Overtime Rates			
After regular hours M-F/Saturday/Holidays			660.00
Minimum charge 4 hours DT on Sunday			880.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	165.00
Sunday		p/hr	220.00
Each additional quarter hour			
Saturday		p/quarter hr	41.25
Sunday		p/quarter hr	55.00
Response time	Next business day unless issue is catastrophic or major failure		

Pricing for ENGINEERING CONSULTANT

Regular hourly rate		p/hr	210.00
a. Each additional quarter hour		p/quarter hr	78.75
Overtime Rates			
After regular hours M-F/Saturday/Holidays			1,260.00
Minimum charge 4 hours DT on Sunday			1,680.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	315.00
Sunday		p/hr	420.00
Each additional quarter hour			
Saturday		p/quarter hr	78.75
Sunday		p/quarter hr	105.00
Response time	Next business day unless issue is catastrophic or major failure		

C) PARTS:

1) Please submit a list of all parts catalogs that will be utilized to supply parts for Nassau County. Also include the discount from the published manufactures list price for each parts catalog. Additional items can be added at a later date with a quote upon request by Nassau County.

Supplier/Catalogs	Discount
Please see attached spreadsheet for detailed pricing and information.	

- a. Cost plus % - We are unable to provide the cost plus % due to end of life _____ %
stage parts being obtained from second and third party vendors.

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

b. WARRANTY PERIOD: On Service, Repair Rendered

c. PARTS: _____ 30 _____ days

d. LABOR: _____ 365 _____ days

Additional services, locations and systems can be added to this contract with written quote and amendment.

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B) Pricing for ADDITIONAL TECHNICIAN

Regular hourly rate		p/hr	90.00
a. Each additional quarter hour		p/quarter hr	22.50
OVERTIME RATES			
Minimum charge 4 hours OT on Saturday		4 hrs OT	540.00
Minimum charge 4 hours DT on Sunday		4 hrs DT	720.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	135.00
Sunday		p/hr	180.00
Each additional quarter hour			
After regular hours M-F/Saturday/Holidays		p/quarter hr	33.75
Sunday		p/quarter hr	45.00
Response time	Next business day unless issue is catastrophic or major failure		

B2) Pricing for ELECTRICIAN

Regular hourly rate		p/hr	145.00
a. Each additional quarter hour		p/quarter hr	54.38
Overtime Rates			
Minimum charge 4 hours OT on Saturday			870.00
Minimum charge 4 hours DT on Sunday			1,160.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	217.50
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B3) Pricing for PROJECT MANAGER

Regular hourly rate		p/hr	110.00
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Overtime Rates			
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Minimum charge 4 hours DT on Sunday			880.00
Overtime hourly rate			
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Sunday		p/hr	220.00
Each additional quarter hour			
Saturday		p/quarter hr	41.25
Sunday		p/quarter hr	55.00
Response time	Next business day unless issue is catastrophic or major failure		

Pricing for ENGINEERING CONSULTANT

Regular hourly rate		p/hr	210.00
a. Each additional quarter hour		p/quarter hr	78.75
Overtime Rates			
After regular hours M-F/Saturday/Holidays			1,260.00
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Sunday		p/hr	420.00
Each additional quarter hour			
Saturday		p/quarter hr	78.75
Sunday		p/quarter hr	105.00
Response time	Next business day unless issue is catastrophic or major failure		

ASSAU COUNTY SPREADSHEET 2021	Labor 2021	Mater 2021	Qty Labor	Qty Material	Actual Total Labor	Actual Total Material	Actual Total Billing	Part Number:	Manufacturer
PHONES & PERIPHERAL EQUIPMENT									
S/L Speakerphone	0.00	77.00			0.00	0.00	0.00		
Premiere 7150, Natural - Analog Single Line Phones	0.00	68.50			0.00	0.00	0.00	715088-MSE-DCHAC V.42	
Nortels Replacement for Premier 7150	0.00	68.50			0.00	0.00	0.00	NKX-TS840W	
2-Line Speakerphone	0.00	158.50			0.00	0.00	0.00	XM9417CWA	Nortel
PRICE TO TEST / TAG/ PROGRAM DIGITAL SETS	22.50	0.00			0.00	0.00	0.00		
NT-M-7208 **	0.00	113.00			0.00	0.00	0.00	XM7208B	Nortel
NT-M-7310 **	0.00	169.00			0.00	0.00	0.00	XM7310B	Nortel
NT-M-7324 **	0.00	176.25			0.00	0.00	0.00	XM7324B	Nortel
NT-T-7208 **	0.00	184.50			0.00	0.00	0.00	XT7208C	Nortel
NT-T-7316 **	0.00	222.25			0.00	0.00	0.00	XT7316EC	Nortel
NT-T-24 KLM **		236.50			0.00	0.00	0.00	XNT8B29AAAAE6	Nortel
POLYCOM SOUNDATION NEW SOUND STATION 2	0.00	788.00			0.00	0.00	0.00		Polycom
POLYCOM SOUNDATION RE-FURNISHED SOUND STATION 2	0.00	375.00			0.00	0.00	0.00		Polycom
PLANTRONICS H-251 N Headsets	0.00	119.00			0.00	0.00	0.00	HW251N	Plantronics
PLANTRONICS M-22 AMPLIFIER	0.00	133.50			0.00	0.00	0.00	M-22	Plantronics
Amplified Handset W/HAC	0.00	119.00			0.00	0.00	0.00	M-22	Plantronics
Emer Phones (Call Box)		180.25			0.00	0.00	0.00	256-001	Gaitronics
Emergency Phones-Red	0.00	360.00			0.00	0.00	0.00	2554 RED	Cortelco
VIKING E-1600 EMERGENCY SET	90.00	597.00			0.00	0.00	0.00	F-1600A-EWP	Viking
VIKING BACK BOX E-1600	45.00	243.50			0.00	0.00	0.00	VF-677-SS	Viking
NORTEL KSU'S					0.00	0.00	0.00		
6 X 16 Ksu	90.00	556.50			0.00	0.00	0.00	XNT5B01DSDR5	Nortel
8 X 24 Ksu	180.00	529.00			0.00	0.00	0.00	XNT5B20DSDR5	Nortel
Exp. Cart. 6 Port	45.00	220.50			0.00	0.00	0.00	XNT5B27GA	Nortel
Exp. Cart. 2 Port	45.00	110.25			0.00	0.00	0.00	XNT5B26GA	Nortel
Trunk Module	45.00	259.75			0.00	0.00	0.00	XNTBB20FB	Nortel
Trunk Cartridge	22.50	148.50			0.00	0.00	0.00	XNT5B40GA	Nortel
Station Module	45.00	183.75			0.00	0.00	0.00	XNT5B50	Nortel
Mod O/32 Ksu	360.00	618.25			0.00	0.00	0.00	NT7B53SA	Nortel
NT-Cable Mgmt. Kit	45.00	30.75			0.00	0.00	0.00		
MICS XC Software R x.x	180.00	1228.25			0.00	0.00	0.00	XNT7B66DR	Nortel
NT-Fastrad	45.00	125.00			0.00	0.00	0.00		
Fiber 6-Port Expansion	45.00	477.50			0.00	0.00	0.00	XNTBB06GA	Nortel
Fiber Trunk Module	45.00	404.00			0.00	0.00	0.00	XNTBB20FG	Nortel
Fiber Station Module	45.00	440.75			0.00	0.00	0.00	XNTBB41FB (fiber station MOD)	Nortel
CLUD Trunk Cartridge	45.00	367.25			0.00	0.00	0.00	XNT7B7AA (CICS/MICS)	Nortel
KLIM	45.00	139.50			0.00	0.00	0.00	XNT8B41 (A/B/G)	Nortel
KLIM power supply	45.00	51.50			0.00	0.00	0.00	XNT8B60CA	Nortel

CAT 6 OSP 4 PR PER FT	0.77	0.60		0.00	0.00	0.00	00-41-68	Sur
LEVITON - PATCH PANELS				0.00	0.00	0.00		
Labor to install				0.00	0.00	0.00		
24 PORT PATCH PANELS-CAT-6	90.00	238.50		0.00	0.00	0.00	AX103253	Belden
48 PORT PATCH PANELS-CAT 6	90.00	418.70		0.00	0.00	0.00	AX103255	Belden
CABLE ASSEMBLIES-VARIOUS		TBD		0.00		0.00		
COPPER 4PR. PATCH CORDS		TBD		0.00		0.00		
TYTON VERTICAL WIRE MANAGERS (VWMSS4X5BK7)	135.00	227.90		0.00	0.00	0.00		
EQUIPMENT SHELVES-19" x 24"	90.00	110.25		0.00	0.00	0.00	15245-704	cpi
EQUIPMENT SHELVES		56.50		0.00	0.00	0.00	U2	Middle Atlantic
EQUIPMENT RACKS 72" 19"		233.20		0.00	0.00	0.00	EDR19M45U	Hoffman
DISTRIBUTION FIBER per FT				0.00	0.00	0.00		
6 Strand Armored Plenum Fiber-MM	3.06	3.00		0.00	0.00	0.00	B9C240	Belden O3M Fiber
12 Strand Armored Plenum Fiber-MM	3.06	4.25		0.00	0.00	0.00	B9C241	Belden O3M Fiber
24 Strand Armored Plenum Fiber-MM	3.06	7.30		0.00	0.00	0.00	B9C242	Belden O3M Fiber
48 Strand Armored Plenum Fiber-MM	3.33	19.25		0.00	0.00	0.00	B9C245	Belden O3M Fiber
6 Strand Fiber--Plenum-MM	1.98	1.15		0.00	0.00	0.00	B9C045	Belden O3M Fiber
12 Strand Fiber--Plenum-MM	1.98	1.93		0.00	0.00	0.00	B9C048	Belden O3M Fiber
24 Strand Fiber--Plenum-MM	1.98	4.45		0.00	0.00	0.00	B9C611	Belden O3M Fiber
48 Strand Fiber--Plenum-MM	2.34	12.34		0.00	0.00	0.00	B9C616	Belden O3M Fiber
6 Strand Fiber--Plenum-SM	1.98	0.85		0.00	0.00	0.00	B9W045	Belden
12 Strand Fiber--Plenum-SM	1.98	1.48		0.00	0.00	0.00	BP048	Belden
18 Strand Fiber--Plenum-SM	1.98	1.92		0.00	0.00	0.00	NA SPECIAL ORDER	
24 Strand Fiber--Plenum-SM	1.98	3.15		0.00	0.00	0.00	B9W611	Belden
48 Strand Fiber--Plenum-SM	2.34	7.74		0.00	0.00	0.00	B9W616	Belden
6 St Fiber-- Burial Filled-MM	1.98	1.22		0.00	0.00	0.00	B9C381T	Belden O3M Fiber
12 St Fiber-- Burial Filled-MM	1.98	2.33		0.00	0.00	0.00	B9C382T	Belden O3M Fiber
6 Strand Fiber Self Support Aerial--MM	2.70	2.44		0.00	0.00	0.00	MZ006AAL T9KAG3	Opticle Cable Corp -- O3M Fiber
12 Strand Fiber Self Support Aerial--MM	2.70	2.92		0.00	0.00	0.00	MX012AAL T9KAG3	Opticle Cable Corp -- O3M Fiber
24 Strand Fiber Self Support-Aerial--MM	2.70	6.20		0.00	0.00	0.00	MX024AALR9KAG3	Opticle Cable Corp -- MIN Order

6 Strand Fiber Self Support Aerial--SM	2.70	1.91		0.00	0.00	0.00	MX006ASLK9KAG3	Opticle Cable Corp
12 Strand Fiber Self Support Aerial--SM	2.70	2.39		0.00	0.00	0.00	XM012ASLK9KAG3	Opticle Cable Corp
24 Strand Fiber Self Support Aerial--SM	2.70	3.39		0.00	0.00	0.00	MX024ASLK9KAG3	Opticle Cable Corp
48 strand ISP/OSP SM	2.70	4.88		0.00	0.00	0.00	B9W616T	Belden -- 1640ft Minimum
24 strand ISP/OSP SM	2.34	2.12		0.00	0.00	0.00	B9W612T	Belden -- 1640ft Minimum
12 strand ISP/OSP SM	2.34	1.48		0.00	0.00	0.00	B9W048T	Belden -- 1640ft Minimum
6strand ISP/OSP SM	2.34	0.74		0.00	0.00	0.00	B9W045T	Belden -- 1640ft Minimum
48 strand ISP/OSP MM	2.34	10.60		0.00	0.00	0.00	B9C616T	Belden -- 1640ft. Minimum -- O3M
24 strand ISP/OSP MM	2.34	4.77		0.00	0.00	0.00	B9C611T	Belden -- 1640ft. Minimum -- O3M
12 strand ISP/OSP MM	2.34	4.88		0.00	0.00	0.00	B9B048T	Belden -- 1640ft. Minimum -- O3M
6 strand ISP/OSP MM	2.34	1.59		0.00	0.00	0.00	B9C045T	Belden -- 1640ft. Minimum -- O3M
Fiber Fan Out Kits- per 6 strand	90.00	40.28		0.00	0.00	0.00	AX101100	Belden
FIBER PATCH CABLES --various sizes		TBD		0.00				
96 strand ISP/OSP SM ADDED 6-13-16	2.84	6.15		0.00	0.00	0.00	096EUF-T4101D20	Corning
COUPLING PANELS				0.00	0.00	0.00		
SC MM-12 port -loaded	6.57	91.41		0.00	0.00	0.00	CCH-CP12-E7	Corning
SC SM-12 port-loaded	6.57	111.50		0.00	0.00	0.00	CCH-CP12-59	Corning
ST SM-12 port-loaded	6.57	122.50		0.00	0.00	0.00	CCH-CP12-19T	Corning
LC SM-12 port-loaded	6.57	137.50		0.00	0.00	0.00	CCH-CP12-A19	Corning
LC SM-24 port-loaded	6.57	220.50		0.00	0.00	0.00	CCH-CP24-A9	Corning
LC-MM-12 port-loaded	6.57	126.75		0.00	0.00	0.00	CCH-CP12-D3	Corning
LC-MM-24 port-loaded	6.57	196.00		0.00	0.00	0.00	CCH-CP24-D3	Corning
LC-LOMM 12 port-loaded	6.57	104.50		0.00	0.00	0.00	CCH-CP12-E4	Corning
LC-LOMM 24 port-loaded	6.57	210.60		0.00	0.00	0.00	CCH-CP24-E4	Corning
Identify / Light Test Fiber per strand	45.00	0.00		0.00	0.00	0.00		
CORNING UNICAM CERAMIC CONNECTORS				0.00	0.00	0.00		
LC --MM Conn	23.76	21.81		0.00	0.00	0.00	95-050-99	CORNING
LC-LOMM Conn	23.76	22.65		0.00	0.00	0.00	95-050-99X	CORNING
LC --SM Conn	23.76	26.77		0.00	0.00	0.00	95-200-99	CORNING
ST--MM Conn	23.76	20.33		0.00	0.00	0.00	95-050-51-X	CORNING
ST--SM Conn	23.76	25.05		0.00	0.00	0.00	95-200-51	CORNING
SC--MM Conn	23.76	25.71		0.00	0.00	0.00	95-050-41	CORNING

SC-LOMM Conn	23.76	22.65			0.00	0.00	95-050-41-X	CORNING
SC--SM Conn	23.76	25.1			0.00	0.00	95-200-41	CC IG
SC/LC/ST FIBER TERM KIT per 100		87.52			0.00	0.00		
36 Strand Splice TRAYS / ENCLOSURES	330.00	299.00			0.00	0.00	SCF-4C18-01-36	CORNING
72 Strand Splice TRAYS / ENCLOSURES	330.00	404.00			0.00	0.00	SCF-6C22-01-72	CORNING
Fiber Splice - Fusion per strand	80.00	0.00			0.00	0.00		
OTDR Testing - Misc	90.00	0.00			0.00	0.00		
Fiber Other - Misc	TBD	0.00			0.00	0.00		
CORNING FIBER HOUSINGS								
12 Port LIU Wallmount	90.00	129.25			0.00	0.00	WCH-02P	CORNING
12 PORT LIU Rackmount	90.00	339.50			0.00	0.00	CCH-01U	CORNING
24 Port LIU Wallmount	90.00	281.60			0.00	0.00	WCH-04P	CORNING
24 PORT LIU Rackmount	90.00	339.30			0.00	0.00	CCH-01U	CORNING
48 Port LIU Wallmount	90.00	282.80			0.00	0.00	WCH-04P	CORNING
48 PORT LIU Rackmount	90.00	564.85			0.00	0.00	CCH-02U	CORNING
72 Port LIU	90.00	1028.41			0.00	0.00	CCH-04U	CORNING
Innerduct --1 1/4" Plenum p/ft	2.34	3.67			0.00	0.00	IPR12511702	Endot
Maxcell	TBD	0.00				0.00		
Innerduct--1" PVC p/ft	2.34	1.18			0.00	0.00	IR100411702	Endot
Innerduct--1 1/2" PVC p/ft	2.34	2.45			0.00	0.00	IR15011702	Endot
FUJITSU ISDN / UPS EQUIPMENT								
NOTE: THIS IS AN 'E' SITE!								
Fujitsu 1050 Set--Jail	0.00	265.00			0.00	0.00		
Fujitsu 2000 Set--Jail	0.00	212.00			0.00	0.00		
SEI DP-750 E POWER SUPPLY	180.00	4240.00			0.00	0.00		
SEI DP-240 E POWER SUPPLY	180.00	3180.00			0.00	0.00	SEI-800-765-4734	
ISDN--Rack	90.00	127.20			0.00	0.00		
ISDN--Panel	90.00	127.20			0.00	0.00		
ISDN--Cards	45.00	127.20			0.00	0.00		
STATION CABLE - 4 Pair PLENUM - LABOR INCLUDES CABLE/JACKS/TERM								
LEVITON JACKS								
Activate Prewires (x-conn)	45.00	0.00			0.00	0.00		
CAT 6 - SINGLE RUN	180.00	84.50			0.00	0.00		
CAT 6 - DUAL RUN	225.00	159.00			0.00	0.00		
CAT 6 - TRIPLE RUN	270.00	242.50			0.00	0.00		
CAT 6 - QUAD RUN	360.00	316.50			0.00	0.00		
CAT 6 MODULES	0.00	9.70			0.00	0.00	61110-RL6	Leviton
Station Cable --Various	TBD	TBD				0.00		
Certify Cat6 cable p/cable	16.50	0.00			0.00	0.00		

LD-3	LD-3	2.50	3.75	2.30	0.00	0.00	0.00	0.00	0.00	0.00	LD3WH6-A	Panduit
LD-3 CONN per 10'	LD-3	2.30	0.00	2.30	0.00	0.00	0.00	0.00	0.00	0.00	CF3WH	Panduit
LD-5	LD-5	2.97	4.50	2.97	0.00	0.00	0.00	0.00	0.00	0.00	LD5WH6-A	Panduit
LD-5 CONN per 10'	LD-5	2.33	0.00	2.33	0.00	0.00	0.00	0.00	0.00	0.00	CF5WH	Panduit
LD-10	LD-10	3.76	5.00	3.76	0.00	0.00	0.00	0.00	0.00	0.00	LD10WH6-A	Panduit
LD-10 CONN per 10'	LD-10	3.20	0.00	3.20	0.00	0.00	0.00	0.00	0.00	0.00	CF10WH	Panduit
Greenfield 1"	Greenfield 1"	2.33	19.00	2.33	0.00	0.00	0.00	0.00	0.00	0.00		
Greenfield 1.5"	Greenfield 1.5"	4.97	24.00	4.97	0.00	0.00	0.00	0.00	0.00	0.00		
Greenfield 2"	Greenfield 2"	6.06	29.00	6.06	0.00	0.00	0.00	0.00	0.00	0.00		
Galvanized Pipe 1"	Galvanized Pipe 1"	3.58	24.00	3.58	0.00	0.00	0.00	0.00	0.00	0.00		
Galvanized Pipe 2"	Galvanized Pipe 2"	7.19	37.00	7.19	0.00	0.00	0.00	0.00	0.00	0.00		
Galvanized Pipe 3"	Galvanized Pipe 3"	15.05	48.50	15.05	0.00	0.00	0.00	0.00	0.00	0.00		
Galvanized Pipe 4"	Galvanized Pipe 4"	20.25	66.00	20.25	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 1/2"	EMT 1/2"	0.74	17.00	0.74	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 3/4"	EMT 3/4"	1.17	21.00	1.17	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 1"	EMT 1"	3.18	29.00	3.18	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 2"	EMT 2"	4.03	36.00	4.03	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 3"	EMT 3"	5.30	45.00	5.30	0.00	0.00	0.00	0.00	0.00	0.00		
EMT 4"	EMT 4"	7.42	51.00	7.42	0.00	0.00	0.00	0.00	0.00	0.00		
SCHED 40 PVC 1.25"	SCHED 40 PVC 1.25"	1.06	9.50	1.06	0.00	0.00	0.00	0.00	0.00	0.00		
SCHED 40 PVC 2"	SCHED 40 PVC 2"	4.24	10.75	4.24	0.00	0.00	0.00	0.00	0.00	0.00		
SCHED 40 PVC 3"	SCHED 40 PVC 3"	6.36	16.00	6.36	0.00	0.00	0.00	0.00	0.00	0.00		
SCHED 40 PVC 4"	SCHED 40 PVC 4"	8.48	18.50	8.48	0.00	0.00	0.00	0.00	0.00	0.00		
Pullbox 12"X 12"X 6" Metal	Pullbox 12"X 12"X 6" Metal	174.90	225.00	174.90	0.00	0.00	0.00	0.00	0.00	0.00		
Pullbox 12"X 12"X 6" PVC	Pullbox 12"X 12"X 6" PVC	83.74	225.00	83.74	0.00	0.00	0.00	0.00	0.00	0.00		
Pullbox 24" x 24"x 8" Metal	Pullbox 24" x 24"x 8" Metal	452.97	315.00	452.97	0.00	0.00	0.00	0.00	0.00	0.00		
Pullbox 24" x 24"x 8" PVC	Pullbox 24" x 24"x 8" PVC	335.02	165.00	335.02	0.00	0.00	0.00	0.00	0.00	0.00		
CORES 1" - 2" THRU CONCRETE DECK	CORES 1" - 2" THRU CONCRETE DECK	73.78	320.00	73.78	0.00	0.00	0.00	0.00	0.00	0.00		
CORES 2" - 3" THRU CONCRETE DECK	CORES 2" - 3" THRU CONCRETE DECK	80.80	416.00	80.80	0.00	0.00	0.00	0.00	0.00	0.00		
CORES 3" - 4" THRU CONCRETE DECK	CORES 3" - 4" THRU CONCRETE DECK	95.61	513.00	95.61	0.00	0.00	0.00	0.00	0.00	0.00		
WALL PENETRATIONS 1" - 2"	WALL PENETRATIONS 1" - 2"	72.72	84.00	72.72	0.00	0.00	0.00	0.00	0.00	0.00		
WALL PENETRATIONS > 2"	WALL PENETRATIONS > 2"	88.15	169.00	88.15	0.00	0.00	0.00	0.00	0.00	0.00		
TELEPHONE POLE 30'-CLASS 5 CHANGED 6-24-19	TELEPHONE POLE 30'-CLASS 5 CHANGED 6-24-19	1590.00	1650.00	1590.00	0.00	0.00	0.00	0.00	0.00	0.00		
Directional Boring per FT	Directional Boring per FT	26.50	90.00	26.50	0.00	0.00	0.00	0.00	0.00	0.00		
ROD AND ROPE CONDUIT PER FT	ROD AND ROPE CONDUIT PER FT	0.32	2.34	0.32	0.00	0.00	0.00	0.00	0.00	0.00		
PUMP MANHOLES EA	PUMP MANHOLES EA	0.00	253.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Use Ground Penetrating Radar to locate in ground facilities, cost is per foot	Use Ground Penetrating Radar to locate in ground facilities, cost is per foot	0.00	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
12 Strand Armored Plenum Fiber-SM ADDED 8-10-16 CORRECTED 9-12-16	12 Strand Armored Plenum Fiber-SM ADDED 8-10-16 CORRECTED 9-12-16	2.28	2.00	2.28	0.00	0.00	0.00	0.00	0.00	0.00	012T88-33180-A3	CORNING
24 Strand Armored Plenum Fiber-SM ADDED 8-10-16 CORRECTED 9-12-16	24 Strand Armored Plenum Fiber-SM ADDED 8-10-16 CORRECTED 9-12-16	4.01	3.00	4.01	0.00	0.00	0.00	0.00	0.00	0.00	024E88-33131-A3	CORNING
96 strand ISP/OSP SM ADDED 6-13-16	96 strand ISP/OSP SM ADDED 6-13-16	5.83	3.00	5.83	0.00	0.00	0.00	0.00	0.00	0.00	DX096DSLX9KR	OCC

HOFFMAN C SIDE RATED ENCLOSURE 24 INCH WITH MOUNTING RAIL AND AC / HEAT CABINET PN PTHS242428G4A MOUNTING RAIL PN CP2020 THERMOSTAT PN 16DAH2001A ADDED 8-19-16 ASKING FOR MATERIAL PRICE INCREASE 4-19-21	169.00	4770.00				0.00	0.00	0.00		
HOFFMAN OUTSIDE RATED ENCLOSURE 36 INCH WITH MOUNTING RAIL AND AC / HEAT CABINET PN PTHS362428G4A MOUNTING RAIL PN CP3220 THERMOSTAT PN DAH2001A ADDED 8-19-16 ASKING FOR MATERIAL PRICE INCREASE 4-19-21	169.00	4982.00				0.00	0.00	0.00		
HOFFMAN POLE MOUNT KIT FOR OUTSIDE RATED ENCLOSURE 36 INCH WITH MOUNTING RAIL AND AC / HEAT POLE MOUNT KIT PN CPMK24 ADDED 8-19-16 ASKING FOR MATERIAL PRICE INCREASE 4-19-21	169.00	402.80				0.00	0.00	0.00		
6 Strand Armored Plenum Fiber-SM ADDED 10-10-16	2.00	1.82				0.00	0.00	0.00	006E88-31131-A3	CORNING
CABLE REMOVAL FROM CEILINGS AND OR UNDERGROUND SERVICES T&M HRS TBD UPON SURVEY ADDED 10-10-16	90.00	0.00				0.00	0.00	0.00		
CABLE SUPPORTS ABOVE CEILING / BUTTON RUNS ON EXPOSED WALLS (EACH) ADDED 10-10-16	17.00	8.48				0.00	0.00	0.00		
24 strand Armored Plenum Fiber-SM indoor / outdoor	3.00	3.82				0.00	0.00	0.00	DX024DSLX9K9	OCC
12 strand Armored Plenum Fiber-SM indoor / outdoor	3.00	2.76				0.00	0.00	0.00	DX012DSLX9K9	OCC
CALL BOX FOR JAIL GAITRONICS ADDED 11-3-17	90.00	848.00				0.00	0.00	0.00	256-001	Galtronics
SPEAKER WIRE 2 CONDUCTOR NON SHIELDED PER RUN ADDED 11-3-17	90.00	21.20				0.00	0.00	0.00		
SPEAKER WIRE 2 CONDUCTOR SHIELDED PER RUN ADDED 11-3-17	90.00	29.68				0.00	0.00	0.00		
DOOR PHONE STAINLESS STEEL AVAYA NT8B79FDE6 NOO72559 ADDED 4-2-18	90.00	339.20				0.00	0.00	0.00		
BOGEN PAGING AMPLIFIER 250 WATTS ADDED 7-10-18	90.00	1039.81				0.00	0.00	0.00		

...NG CALL BOX VK-E-10A ADDED 12-28-18	90.00	185.50			0.00	0.00	0.00		
VIKING BACK BOX VE-5X5 ADDED 12-28-18	90.00	90.10			0.00	0.00	0.00		
METAL POLE FT INCLUDES EXCAVATION, COCRETE FOUNDATION, REBAR, CYLINDRICAL TUBING, DIRT REMOVAL, 3 TRIPS TO JOB SITE ADDED 3-7-19	1650.00	5528.96			0.00	0.00	0.00		
HUBBELL 4FT X 4 FT X 4FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE ADDED 6-11-19	1434.00	2544.00			0.00	0.00	0.00		
HUBBELL 4FT X 4 FT X 4FT QUASITE BOX COVER ADDED 6-11-19	90.00	1696.00			0.00	0.00	0.00		
HUBBELL 2FT X 2 FT X 3FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE ADDED 6-11-19	1434.00	1272.00			0.00	0.00	0.00		
HUBBELL 2FT X 2 FT X 3FT QUASITE BOX COVER ADDED 6-11-19	90.00	413.40			0.00	0.00	0.00		
HUBBELL 2FT X 2 FT X 2FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE ADDED 6-11-19	1076.00	848.00			0.00	0.00	0.00		
HUBBELL 2FT X 2 FT X 2FT QUASITE BOX COVER ADDED 6-11-19	90.00	318.00			0.00	0.00	0.00		
144 STRAND OSP SINGLE MODE FIBER INDOOR OUTDOOR RISER RATED NON ARMORED FIBER ADDED 6-11-19 SPECIAL ORDER	3.30	10.49			0.00	0.00	0.00		
PLANTRONICS CABLE ASSEMBLY 3.5 MM QD SPARE 40845.01 ADDED 6-11-19		32.86			0.00	0.00	0.00		
PLANTRONICS CABLE ASSEMBLY MIDI WITH QD LOCK 40711.01 ADDED 6-11-19		37.10			0.00	0.00	0.00		
FUSION FIBER SPLICES PER 6 AFL TELECOMMUNICATIONS FUSE LC9SMU-6 ADDED 6-11-19		116.60			0.00	0.00	0.00		

4RU FIBER PANEL HELLERMANN TYTON FERM 4U ADDED 6-11-19		424.00			0.00	0.00	0.00			
FIBER ADAPTER PANEL SM PANEL HELLERMANN TYTON FAP6DSMLC ADDED 6-11-19		84.80			0.00	0.00	0.00			
12 GAUGE STRANDED WIRE GREEN JACKET THNN STR12 GRN-2500 S ADDED 6-11-19		0.21			0.00	0.00	0.00			
PLANTRONICS HW 510 ENCOREPRO REPLACES PLANTRONICS H- 251 N Headsets WHICH ARE DISCONTINUED ADDED 6-11-19		118.72			0.00	0.00	0.00			
MULE TAPE 1/2 INCH 1250 TENSILE STRENGTH 5000FT ADDED 6-11- 19		344.50			0.00	0.00	0.00			
L COM 18x16x8 Inch 120 VAC Weatherproof Enclosure w/User Adjustable Fan/Heater Thermostat ADDED 6-17-19	90.00	744.12			0.00	0.00	0.00			
POLE MOUNT KIT FOR L COM 18x16x8 Inch 120 VAC Weatherproof Enclosure w/User Adjustable Fan/Heater Thermostat ADDED 6-17-19	90.00	82.68			0.00	0.00	0.00			
VALCOM PAGE ADAPTER V 9970 ADDED 7-10-19	90.00	274.54			0.00	0.00	0.00			
VALCOM WALL SPEAKER V1052C ADDED 7-10-19	90.00	56.18			0.00	0.00	0.00			
VALCOM MOUNTING BRIDGE V9914M-5 ADDED 7-10-19	22.50	12.72			0.00	0.00	0.00			
VALCOM POWER SUPPLY VP624D ADDED 7-10-19	22.50	51.94			0.00	0.00	0.00			
4 CONDUCTOR SPEAKER WIRE PLENUM 16 GAUGE BELDEN SHEILDED ADDED 7-10-19 PER RUN	90.00	95.40			0.00	0.00	0.00			
4 CONDUCTOR SPEAKER WIRE PLENUM 18 GAUGE BELDEN SHEILDED ADDED 7-10-19 PER RUN	90.00	42.40			0.00	0.00	0.00			
4 PAIR CAT 6 PLENUM WHITE CABLE FOR SPEAKER RUNS PER RUN ADDED 7-10-19	90.00	42.40			0.00	0.00	0.00			

19 INCH RACK 7FT TALL X 19 INCH WIDE BY 3 INCH DEEP MATERIAL ONLY ADDED 10-24-19		185.50				0.00	0.00	0.00	0.00	EDR19M45U	Hoffman
BLACK HANDSETS FOR ALCATEL-LUCENT MODEL 8018 AND 8019 PHONES ADDED 1-3-20		23.32				0.00	0.00	0.00	0.00		
PLANTRONICS HEADSET MODEL SAVI 8210 ADDED 2-27-20		393.51				0.00	0.00	0.00	0.00		
4 POST 19 INCH RACK 7FT TALL X 19 INCH WIDE BY 29 INCH DEEP ADDED TO BLANKET ORDER 4-17-20 AND MUST BE APPROVED BY NC COMPTROLLERS OFFICE BEFORE BEING ABLE TO ORDER	180.00	1113.00				0.00	0.00	0.00	0.00	15053-703	CPI
WALL MOUNT CABINET 23.6W X 14.8H X 19.7 D CPI OR EQUAL ADDED 6-23-20	90.00	477.00				0.00	0.00	0.00	0.00		
PLANTRONICS QUICK DISCONNECT CABLE 3.5 MM ADDED TO BLANKET ORDER 8-4-20	30.00	0.00				0.00	0.00	0.00	0.00		
PLANTRONICS 10FT LIGHTWEIGHT ADAPTER ADDED TO BLANKET ORDER 8-4-20	30.00	0.00				0.00	0.00	0.00	0.00		
TELEPHONE POLE 40' -CLASS 5 ADDED 9-9-20 DELIVERY, LABOR, AND MATERIAL	3594.00	2120.00				0.00	0.00	0.00	0.00		
TELEPHONE POLE HARDWARE MISCL TBD AS REQUIRED	90.00	TBD									
6M MESSENGER STRAND PER FT	2.00	0.85					0.00				
'GRAND' TOTAL						0.00	0.00	0.00	0.00		

TITLE: Telecommunications Maintenance and Repair

[illegible]

Claudia 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 _____

PUBLIC BID OFFICER



FORMAL BID RECOMMENDATION

BID NUMBER 93972-09021-132

OPEN September 02, 2021

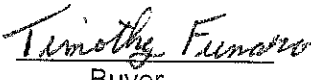

TITLE: Telecommunications Maintenance and Repair

DATE: October 22, 2021

TO: BUYER – Timothy Funaro

FROM: ADMINISTRATION

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

Date: October 22, 2021 To: Supervisor From: Buyer Timothy Funaro		Bid Results	
List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		Item	Bidder
 Buyer			Recommend an award be given American Communications Industries Inc. as the lowest responsible bidder meeting specifications and bid terms.
			See attached.
Date: _____			
To: Director From: Supervisor			
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)			
Date: <u>10/22/21</u>			
To: Buyer From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
NO <input type="checkbox"/> Subject to Legislature Approval			
YES <input checked="" type="checkbox"/> Subject to Legislature Approval			
 Director			

The bases for this recommendation came from 12 invoices received from the Nassau County Information Technology Department dated between March 26, 2021 to September 21, 2021, in which there were 432 hours of labor at the regular hourly rate and 34 hours of overtime at the Saturday rate.

The following chart was created.

Labor	American Communications	Nest Wireless
432 hrs. reg rate	$432 \times \$90.00 = \$38,880.00$	$432 \times \$100.00 = \$43,200.00$
34 hrs. OT at the sat. rate	$34 \times \$135.00 = \$ 4,590$	$34 \times \$140.00 = \$ 4,760.00$
Total	\$43,470.00	Total \$47,960

As per the above chart the low bidder is American Communications Industries Inc.

Please note on the Office of Purchasing Summary of Bids where it says see bid this refers to the fact that the vendor American Communications Inc. on the overtime part of the bid has entered different labor rate base on title. See attached appendix A.

A) Pricing for 3 onsite staff listed in Attachment A, Staffing section A7a&b

Regular hourly rate		p/hr	90.00
a. Each additional quarter hour		p/quarter hr	22.50
OVERTIME RATES			
Minimum charge 4 hours OT on Saturday		4 hrs OT	540.00
Minimum charge 4 hours DT on Sunday		4 hrs DT	720.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	135.00
Sunday		p/hr	180.00
Each additional quarter hour			
After regular hours M-F/Saturday/Holidays		p/quarter hr	33.75
Sunday		p/quarter hr	45.00
Response time	Next business day unless issue is catastrophic or major failure		
VEHICLE EXPENSE		p/day	50.00

B) Pricing for ADDITIONAL TECHNICIAN

Regular hourly rate		p/hr	90.00
a. Each additional quarter hour		p/quarter hr	22.50
OVERTIME RATES			
Minimum charge 4 hours OT on Saturday		4 hrs OT	540.00
Minimum charge 4 hours DT on Sunday		4 hrs DT	720.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	135.00
Sunday		p/hr	180.00
Each additional quarter hour			
After regular hours M-F/Saturday/Holidays		p/quarter hr	33.75
Sunday		p/quarter hr	45.00
Response time	Next business day unless issue is catastrophic or major failure		

B2) Pricing for ELECTRICIAN

Regular hourly rate		p/hr	145.00
a. Each additional quarter hour		p/quarter hr	54.38
Overtime Rates			
Minimum charge 4 hours OT on Saturday			870.00
Minimum charge 4 hours DT on Sunday			1,160.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	217.50
Sunday		p/hr	290.00
Each additional quarter hour			
After regular hours M-F/Saturday/Holidays		p/quarter hr	54.38
Sunday		p/quarter hr	72.50
Response time	Next business day unless issue is catastrophic or major failure		

83) Pricing for PROJECT MANAGER

Regular hourly rate		p/hr	110.00
Each additional quarter hour		p/quarter hr	41.25
Overtime Rates			
After regular hours M-F/Saturday/Holidays			660.00
Minimum charge 4 hours DT on Sunday			880.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	165.00
Sunday		p/hr	220.00
Each additional quarter hour			
Saturday		p/quarter hr	41.25
Sunday		p/quarter hr	55.00
Response time	Next business day unless issue is catastrophic or major failure		

Pricing for ENGINEERING CONSULTANT

Regular hourly rate		p/hr	210.00
a. Each additional quarter hour		p/quarter hr	78.75
Overtime Rates			
After regular hours M-F/Saturday/Holidays			1,260.00
Minimum charge 4 hours DT on Sunday			1,680.00
Overtime hourly rate			
After regular hours M-F/Saturday/Holidays		p/hr	315.00
Sunday		p/hr	420.00
Each additional quarter hour			
Saturday		p/quarter hr	78.75
Sunday		p/quarter hr	105.00
Response time	Next business day unless issue is catastrophic or major failure		

Comparison OF Bids

Recommended Vendor N/A
 Requisition # N/A
 Pre-Encumbrance: N/A
 Buyer Timothy Funaro
 Purchase Order #

Vendors

line	qty	American		Nest		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	90.00	90.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00
2	1	22.50	22.50	26.00	26.00	0.00	0.00	0.00	0.00	0.00	0.00	22.50
3	1	540.00	540.00	220.00	220.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00
4	1	135.00	135.00	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00
5	1	33.75	33.75	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	33.75
6	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
sun	0		821.25		521.00	0	0.00		0.00		0.00	0.00
shi	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			821.25		521.00	Total	0.00	Total	0.00	Total	0.00	501.25
Delivery												
Terms												
F.O.B.												
Vin												
Tel No.												
Verbal												
Date												

Notes

* key 0=No Bid

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

1/2 NC 210175-30

1/1 NC 21018-4

A. Waterman

2/21/2021

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23561	09/03/2021	\$1,956.00		

PO #
BPNC16000223

JOB LOCATION
NC Correctional Facility

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 8/29/21 1 technician Greg Vega (Captain Kerzner) M, Th, F	24	81.50	1,956.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Mased 09/03/21

Signature
President

BALANCE DUE

\$1,956.00

\$870.00

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VCNC21017344
IVNC21017952
A. Waterman
9/17/2021

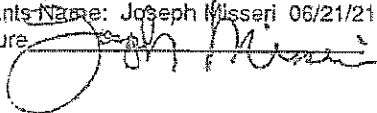
BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23502	06/21/2021	\$5,099.25		

PO #	JOB LOCATION
BPNC16000223	Maintenance

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 6/13/21 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 1 technician Greg Vega (T&W)	12	81.50	978.00
Item 1 w/e 6/13/21 hrs OT for J Lisi 8am-9am, T, W, Th & F (2-hrs Parks- Eisenhower Park, 3-hrs DA- 252,262,272 OCR)	5	122.25	611.25
Item 1 Vehicle exp -5 days John Lisi	5	50.00	250.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Musseri 06/21/21
Signature:  President

BALANCE DUE

\$5,099.25

OK TO PAY
A.C.

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VCNC 21017342
IFNC 21017950

A. Waterman
9/17/2021


BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23467	05/21/2021	\$978.00		

PO #	JOB LOCATION
BFNC16000223	Maintenance

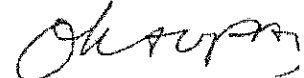

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 4/25/21 1 technician Greg Vega (NC buildings T & W)	12	81.50	978.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Misseri 05/21/21
Signature:  President

BALANCE DUE

\$978.00

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VENC 21017345
VENC 2017953

A. Waterman
9/17/20

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

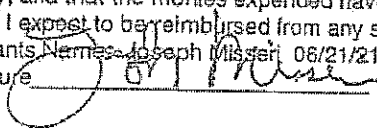
INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23503	06/21/2021	\$5,099.25		

PO #
BPNC16000223

JOB LOCATION
Maintenance


ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 6/20/21 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 1 technician Greg Vega (T&W)	12	81.50	978.00
Item 1 w/e 6/20/21 hrs OT for J Lisi 8am-9am M,T, W, Th & F (2-hrs Parks- Eisenhower Park, 3-hrs DA- 252,262,272 OCR)	5	122.25	611.25
Item 1 Vehicle exp -5 days John Lisi	5	50.00	250.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Miseri 08/21/21
Signature:  President

BALANCE DUE

\$5,099.25

OK to pay


American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VINC21017353
IVNC21017461

J. Waterman
9/17/2021

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23537	08/05/2021	\$5,425.25		

PO #	JOB LOCATION
BPNC16000223	Maintenance

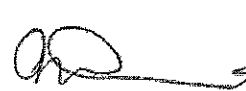
ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 8/01/21 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 1 technician Greg Vega (T&W)	16	81.50	1,304.00
Item 1 w/e 8/01/21 hrs OT for J Lisi 8am-9am M, T, W, Th & F (3-hrs-DA-252,262,272 OCR, 2-hrs- DSS-60 CLB)	5	122.25	611.25
Item 1 Vehicle exp -5 days John Lisi	5	50.00	250.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Misseri 08/05/21
Signature:  President

BALANCE DUE

\$5,425.25

OK to pay


American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VENC21017349
IVNC21017957
A. Waterman
9/17/2021

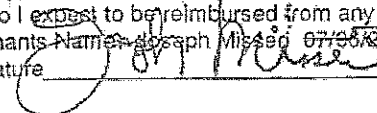
BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23522	07/06/2021	\$5,099.25	.	

PO #	JOB LOCATION
BPNC16000223	Maintenance

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 7/4/21 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 1 technician Greg Vega (T&W)	12	81.50	978.00
Item 1 w/e 7/4/21 hrs OT for J Lisi 8am-9am M,T, W, Th & F (2-hrs DSS-60CLB, 3-hrs DA- 252,262,272 OCR)	5	22.25	611.25
Item 1 Vehicle exp -5 days John Lisi	5	50.00	250.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Misseo 07/06/21
Signature:  President

BALANCE DUE

\$5,099.25

OK to pay


American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718). NY 967-2220 US

Invoice

VINC21017346

VINC21017445

A. Waterman
9/17/2021

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23514	06/29/2021	\$5,099.25		

PO #
BPNC16000223

JOB LOCATION
Maintenance

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 6/27/21 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 1 technician Greg Vega (T&W)	12	81.50	978.00
Item 1 w/e 6/27/21 hrs OT for J Lisi 8am-9am M,T, W, Th & F (2-hrs Parks- Eisenhower Park, 3-hrs DA- 252,262,272 OCR)	5	122.25	611.25
Item 1 Vehicle exp -5 days John Lisi	5	50.00	250.00

Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.


Claimants Name: Joseph Misseri 06/29/21

Signature  President

BALANCE DUE

\$5,099.25

OK TO PAY



OK today

American Communications Ind., Inc.
111 Kreisler St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23568	09/15/2021	\$1,956.00		

PO #
BPNC16000223

JOB LOCATION
NC Correctional Facility

ACTIVITY	QTY	RATE	AMOUNT
Item 1	24	81.50	1,956.00

w/e 9/5/21 1 technician Greg Vega (Captain Kerzner) M, Th, F
Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimant's Name: Joseph Misseri 09/15/21
Signature 
President

BALANCE DUE

\$1,956.00

American Communications Ind., Inc.
111 Kreisler St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VNC2101669
IVNC21016221
A. Watkinson
8/25/2021

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23536	08/02/2021	\$1,956.00		

PO #	JOB LOCATION
BPNC16000223	NC Correctional Facility

ACTIVITY	QTY	RATE	AMOUNT
Item 1	24	81.50	1,956.00

w/e 7/25/21 1 technician Greg Vega (Captain Kertzner) M, Th, F
Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

Claimants Name: Joseph Misseri, 08/02/21
Signature
President

BALANCE DUE

\$1,956.00

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718), NY 967-2220 US

Invoice

VENC21011451
IVNC21011855

A Waterman
4/16/2021

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	ENCLOSED
23488	06/10/2021	\$7,550.00	

PO

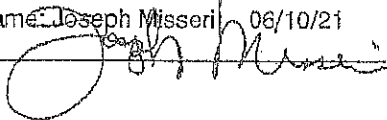
POIT19000222

IT GEN 1200

DE 545 IT-Phone

JOB LOCATION

Plantronics Headsets & Adapters

ACTIVITY	QTY	RATE	AMOUNT
01. PLANTRONICS H-251 N Headsets ENCORE 510	50	112.00	5,600.00
02. PLANTRONICS QUICK DISCONNECT CABLE 3.5 MM ADDED TO BLANKET ORDER 8-4-20	75	26.00	1,950.00
Claimants Certification I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.			
Claimants Name: Joseph Misseri 06/10/21			
Signature:  President			

BALANCE DUE

\$7,550.00

OK to pay

A. De
N. Adams
6/16/21

American Communications Ind., Inc.
111 Kreischer St
Staten Island NY 10309
(718). NY 967-2220 US

Invoice

VENC 21005154
IVNC 21005968

Waterman
3/26/2024

BILL TO
NASSAU COUNTY
240 Old Country Road
6th Floor
Mineola, NY 11501

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
23336	11/13/2020	\$4,121.25	.	

PO #
BPNC16000223

JOB LOCATION
Maintenance

ACTIVITY	QTY	RATE	AMOUNT
Item 1 w/e 11/01/20 1 technician John Lisi (NC buildings)	40	81.50	3,260.00
Item 1 w/e 11/01/20 hrs OT for J Lisi 8am-9am M, T, W, TH, F (2 -hrs- Parks- Eisenhower Park /2 -hrs-Jail- 100 Carmen Ave and 1 hr DSS- 60 CLB)	5	122.25	611.25
Item 1 Vehicle exp - days John Lisi	5	50.00	250.00
Claimants Certification: I hereby certify that this claim voucher is just, true and correct; that the amount claimed 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. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source. Claimants Name: Joseph Misseri 11/13/20 Signature: <i>Joseph Misseri</i> President			

Contact American Communications Ind., Inc. to
pay this invoice.

BALANCE DUE

\$4,121.25

OK TO PAY
[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

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

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

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840	CONTACT NAME: Kim Materano PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kmaterano@globalindemins.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of CT INSURER B: Travelers Indemnity of America INSURER C: Travelers Indemnity Company INSURER D: NJ Manufacturers Group INSURER E: INSURER F:	NAIC # 25682 25666 25658 12122
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COVERAGES**CERTIFICATE NUMBER:** 21/22 Stand COI**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	ADDL INSD	SUBR WVD	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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO9E667704	09/22/2021	09/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA5N858093	09/22/2021	09/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP61874964	09/22/2021	09/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W419192	09/22/2021	09/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as Additional Insured as respects to General Liability [excluding Professional Liability], per written contract requirements, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 240 Old County Road Mineola NY 11501	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 <i>Nicole M Esposito</i>
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CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) AMERICAN COMMUNICATIONS INDUSTRIES INC. 111 KREISCHER STREET STATEN ISLAND, NY 10309 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 718-967-2220 1c. Federal Employer Identification Number of Insured or Social Security Number 223426378
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b Policy Number of Entity Listed in Box "1a" LNY600619 3c Policy effective period 04-01-2021 to 03-31-2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 08-27-2021

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello -- Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



IH

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.