

Nassau County Shared Services, Office of Purchasing

Staff Summary A-39-2023

Subject: Veeam Softwe	re (RQPb23000319) 2	Date: Novembe	r 1, 2023
Department: Shared Se	rvices, Office of Purchasing	Vendor Name: D	Diltex, inc.
Department Head Nam	e: Melissa Gallucci	Contract Number	er: A-39-2023
Department Head Signal	Jallucci	Contract Manag	ger Name: Kimberly Stanton, Buyer
	Internal /	Approvals	
Date & Init.	Approval	Date(&)Init.	Approval
11/1/2023 68/8	CPO	RY /	Budget
11/2/2023 Lea	County Atty.	// //	County Exec.
- J - J			
Significant Adverse Infor	mation Identified? [Yes/No	X] (IIIYes, attach	n memo.)
Narrative			
Nassau County Bid Solicito <u>81</u> Vendors vie <u>15</u> Woman ow	n was advertised in Newsday, t ition Board. Minority Affairs was	s notified of this solic rity (African/America	an) <u>49</u> Small Business
<u>17</u> Vendors bio <u>4</u> Woman ov	d on this solicitation vned business 6	Minority	<u>6</u> Small Business
<u>1</u> Service Dis	abled (Veteran) owned busine	ess <u>0</u> Veterans	
The identified lowest respo	onsible bidder, Diltex, Inc., is liste	ed in three (3) of the	above categories.
			shall be One Hundred Nineteen 7) from General funds (PDPDH1551
	tment of Shared Services, Officesponsible bidder meeting spec		ommends an award be given to
Rev. 01/2023		0. 1.	//

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES
TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO
DILTEX, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #20880-10243-200 for Veeam Software for the Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Diltex, 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 Purchase Order with Diltex, Inc.

COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-39-2023

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

NOVEMBER 2, 2023

SUBJECT: RESOLUTION-NASSAU COUNTY POLICE DEPARTMENT.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS and TWENTY-SEVEN CENTS (\$119,966.27) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO DILXTEX, INC. FOR VEEAM SOFTWARE

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

MELISSA GALLUCCI

COMMISSIONER OF SHARED SERVICES

VB: gb

ENCL:

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





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	ES [] NO [X] If yes, to what campaign committee?				
	cally signed and certified at the date and time indicand [DIL.SINGH@DILTEXINC.COM]	ated by:			
Dated:	10/26/2023 04:11:29 pm	Vendor:	DILTEX INC		
		Title:	VP		

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PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 4

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

	1779 S CABANA AVE	C+-+-/D	State / Durantin and		
City:	WEST COVINA	State/Province/ Territory:	CA	Zip/Postal Code:	91790
Country:	US	remitory.	<u></u>	Code.	91/90
·					
Business Addre	ess: 1750 W CAMER	ON AVE, STE 110			
		State/Province/		Zip/Postal	
City:	West Covina	Territory:	CA	Code:	91790
Country	US				
Telephone:	6269601314				<u>.</u>
Other present	address(es):				
•	· · · · · · · · · · · · · · · · · · ·	State/Province/		Zip/Postal	_
City: _	West Covina	Territory:	CA	Code:	91790
Country:	US				
· · · · ·					
Telephone:	6269601314 Idresses and telephone numbe	ers attached			
Telephone: List of other ac Positions held	dresses and telephone number	rting date of each (check all a	applicable)		_
Telephone: List of other ac Positions held President	Idresses and telephone number in submitting business and star	rting date of each (check all a			
Telephone: List of other ac Positions held President Chairman of Bo	Idresses and telephone number in submitting business and star o2/26/2008	rting date of each (check all a Treasurer Shareholde			
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi	in submitting business and star 02/26/2008 pard icer	rting date of each (check all a Treasurer Shareholde Secretary			
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial	in submitting business and star 02/26/2008 pard icer	rting date of each (check all a Treasurer Shareholde			
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial Vice President	in submitting business and star 02/26/2008 pard icer	rting date of each (check all a Treasurer Shareholde Secretary			
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial	in submitting business and star 02/26/2008 pard icer	rting date of each (check all a Treasurer Shareholde Secretary			
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Telephone: List of other ac Positions held President Chairman of Book Chief Exec. Offi Chief Financial Vice President (Other)	in submitting business and star 02/26/2008 pard icer Officer	rting date of each (check all a Treasurer Shareholde Secretary Partner	r		
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other) Do you have ar	in submitting business and star 02/26/2008 pard icer Officer n equity interest in the busines	rting date of each (check all a Treasurer Shareholde Secretary Partner	r		
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other) Do you have ar YES [X] NO [] If	in submitting business and star 02/26/2008 pard icer Officer n equity interest in the business	rting date of each (check all a Treasurer Shareholde Secretary Partner	r		
Telephone: List of other ac Positions held President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other) Do you have ar	in submitting business and star 02/26/2008 pard icer Officer n equity interest in the business	rting date of each (check all a Treasurer Shareholde Secretary Partner	r		

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5.	thar	hin the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other n the one submitting the questionnaire? [] NO [X] If Yes, provide details.
6.	whil	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years le you were a principal owner or officer? [] NO [X] If Yes, provide details.
any a	ction t	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
7.		he past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.	subje beer busii YES	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
Question investign you we	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of ration by any government agency, including but not limited to federal, state, and local regulatory agencies while a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
sanctio	ast 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
local tax	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or xes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kinoo Singh	, 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	
	<u> </u>
i, Kinoo Singh	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete as	
information and belief; that I will notify the County in writing of	
	best of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as a	
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTL	Y 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 TI	HE FALSE STATEMENT TO CRIMINAL CHARGES.
DILTEX INC	
Name of submitting business	
Electronically signed and certified at the date and time indicated	by:
Kinoo Singh KINOO.SINGH@DILTEXINC.COM	
President	
Title	
40 (07) (0000 04 % 040	
10/27/2023 04:56:43 pm	
Date	

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PRINCIPAL QUESTIONNAIRE FORM

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

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

			State/Province/		Zip/Postal	
City:	WEST CO	VINA	Territory:	_CA	Code:	91790
Country:	US					
Business Addı	ress:	1750 W CAMERO	N AVE, STE 110			
			State/Province/		Zip/Postal	
City:	West Cov	ina	Territory:	CA	Code:	91790
Country	US					
Telephone:	62696013	314				
Other present	t address(es	5):				
·		•	State/Province/		Zip/Postal	_
City:			Territory:		Code:	
Country:						
Telephone:		nd telephone numbers				
Telephone: List of other a	ddresses ar	nd telephone numbers		applicable)		
Telephone: List of other a	ddresses ar	nd telephone numbers	attached	applicable)		
Telephone: List of other a Positions held	ddresses ar	nd telephone numbers	attached ng date of each (check all a			
Telephone: List of other a Positions held President	ddresses ar I in submitti Board	nd telephone numbers	attached ng date of each (check all a			
Telephone: List of other a Positions held President Chairman of E	ddresses ar I in submitti Board fficer	nd telephone numbers	attached ng date of each (check all a Treasurer Shareholde			
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of	ddresses ar I in submitti Board fficer Il Officer	nd telephone numbers	attached ng date of each (check all a Treasurer Shareholde Secretary			
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of	ddresses ar I in submitti Board fficer Il Officer	nd telephone numbers	attached ng date of each (check all a Treasurer Shareholde Secretary			
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of Chief Financia Vice Presiden	ddresses ar I in submitti Board fficer Il Officer	nd telephone numbers	attached ng date of each (check all a Treasurer Shareholde Secretary			
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of Chief Financia Vice Presiden (Other)	ddresses ar I in submitti Board fficer Il Officer t	ing business and starti	attached ng date of each (check all a Treasurer Shareholde Secretary Partner	r		
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of Chief Financia Vice Presiden (Other) Do you have a	ddresses ar I in submitti Board fficer al Officer t	ing business and startion of the desired telephone numbers and startion of the desired terest in the business startion of the desired terest in the business starting terest s	attached ng date of each (check all a Treasurer Shareholde Secretary	r		
Telephone: List of other a Positions held President Chairman of E Chief Exec. Of Chief Financia Vice Presiden (Other)	ddresses ar I in submitti Board fficer I Officer t an equity in	ing business and startion of the desired telephone numbers and startion of the desired terest in the business startion of the desired terest in the business starting terest s	attached ng date of each (check all a Treasurer Shareholde Secretary Partner	r		

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5.	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire?] NO [X] If Yes, provide details.
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years by you were a principal owner or officer? [] NO [X] If Yes, provide details.
any ac	tion ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of aken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, he appropriate page and attach it to the questionnaire.
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
		YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.	subje been busin YES [any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such less now the subject of any pending bankruptcy proceedings, whenever initiated? NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
Questic investig you we	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of gation by any government agency, including but not limited to federal, state, and local regulatory agencies while re a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
sanctio	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
local ta	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or xes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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i, Uil Singn	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	y result in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, in addition, may subje	
I, Dil Singh	, 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	e best of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form a	s additional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULEN	TLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NO	OT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING	THE FALSE STATEMENT TO CRIMINAL CHARGES.
Diltex Inc.	
Name of submitting business	
Electronically signed and certified at the date and time indicat	ed by:
Dil Singh DIL.SINGH@DILTEXINC.COM	
VP	
Title	
10/25/2023 05:23:29 pm	
Date	

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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:	10/24/2023		
1)	Proposer's Legal Name:	DILTEX INC	
2)	Address of Place of Business:	1750 W CAMERON AVE, STE 110	
	City: West Covina	State/Province/ Zip/Postal Territory: CA Code:	91790
	Country: US		
3)	Mailing Address (if different):	1750 W CAMERON AVE	
	City:	State/Province/ Zip/Postal Territory: Code:	
	Country:		
	Phone:		
	Does the business own or rent	ts facilities? Rent If other, please provid	le details:
4)	Dun and Bradstreet number:	969907914	
5)	Federal I.D. Number:	954536575	
6)	The proposer is a: Corpora	tion (Describe)	
7)	Does this business share office YES [] NO [X] If yes, please prov	space, staff, or equipment expenses with any other business? ide details:	
L	- M Mo.		

8) Does this business control one or more other businesses?

Page 1 of 6

	pes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? ES [] NO [X] If yes, please provide details:
1 L	.5 [] NO [A] II yes, please provide details.
ш.	as the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other
	overnment entity terminated?
	S [] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such
CZ	ncellation or forfeiture: or details regarding the termination (if a contract).
	es the proposer, during the past seven years, been declared bankrupt? IS [] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets
<u> </u>	Self No [A] in year state date, court far saletion, amount or habitates and amount of assets
ln	the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been
	bject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or
in	vestigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the
	bject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or
	vestigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated
	usiness. IS [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a
	ken.
In	the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the
	bject of an investigation by any government agency, including but not limited to federal, state and local regulatory
	encies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an
	vestigation by any government agency, including but not limited to federal, state and local regulatory agencies, for
	atters pertaining to that individual's position at or relationship to an affiliated business.
	S [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a ken.
_	
Ha	as any current or former director, owner or officer or managerial employee of this business had, either before or d
su	ch person's employment, or since such employment if the charges pertained to events that allegedly occurred dur
	e time of employment by the submitting business, and allegedly related to the conduct of that business:
•	Any felony charge pending?
	S [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a ken.
La	neri.

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YES [takei	[] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n.
	the past 5 years, been convicted, after trial or by plea, of a misdemeanor? [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n.
	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective and.
	e past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanctic
	osed as a result of judicial or administrative proceedings with respect to any professional license held? [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n.
YES [taker For t state YES [[] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n. the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable feder or local taxes or other assessed charges, including but not limited to water and sewer charges? [] NO [X] If yes, provide details for each such year. Provide a detailed response to all
YES [taker For t state YES [ques	[] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n. the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable feder or local taxes or other assessed charges, including but not limited to water and sewer charges? [] NO [X] If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "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.
YES [taker For t state YES [ques	[] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective a n. the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable feder or local taxes or other assessed charges, including but not limited to water and sewer charges? [] NO [X] If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire electron flict of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of

would not exist for your firm in the future.

- 1) if a conflict of interest should arise guidance would be sought from the County,
- 2) if a conflict of interest should arise we would take the proper measures to correct the situation,
- 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding,

	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
expe	Trence in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
	you previously uploaded the below information under in the Document Vault?] NO [X]
	e proposer an individual?] NO [X] Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 06/15/2023
	00/13/2023
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.
	2 File(s) uploaded: Name, Adresses and position of persons.pdf, Name, Adresses and position of persons.pdf
iii)	Name, address and position of all officers and directors of the company. If none, explain.
,	
	2 File(s) uploaded: Name, Adresses and position of persons.pdf, Name, Adresses and position of persons.pdf
	2 The(s) uploaded. Name, Adjesses and position of persons.pdf, Name, Adjesses and position of persons.pdf
iv)	State of incorporation (if applicable); CA
	CA
v)	The number of employees in the firm;
	6
vi)	Annual revenue of firm;
V17	12000000
vii)	Summary of relevant accomplishments
	Diltex Inc. is a leading office and information technology (IT) solutions provider for businesses, governments,
	educational and healthcare institutions as well as commercial-consumers. We offer a broad selection of more than 900,000 brand name products at competitive prices. Our reputation is built on service, value, price and personal
	attention to our clients which has enabled us to establish a large and loyal client base.
viii)	Copies of all state and local licenses and permits.

billing, payment or any other function with the county.

1 File(s) uploaded: City of West Covina Business License.pdf

A.

В.	Indicate number of years in business.	
	27	

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

Diltex Inc. is a leading office and information technology (IT) solutions provider for businesses, governments, educational and healthcare institutions as well as commercial-consumers. We offer a broad selection of more than 900,000 brand name products at competitive prices. Our reputation is built on service, value, price and personal attention to our clients which has enabled us to establish a large and loyal client base.

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	Bureau of Automotive Repair		
Contact Person	Richard Vanallen		
Address	10949 North Mather Blvd.		
City	Rancho Cordova	State/Province/Territory	CA
Country	US		
Telephone	(916) 659-8814		
Fax#			
E-Mail Address	Richard.vanallen@dca.ca.gov		
		·	
Company	State of Nevada		
Contact Person	Marti Marsh		
Address	515 E. Musser St, Ste 300	""	***************************************
City	Carson City	State/Province/Territory	NV
Country	US		
Telephone	(775) 684-0180		
Fax #			
E-Mail Address	mmarsh@admin.nv.gov		
Company	City of Cleveland		
Contact Person	Jules Gilliam		
Address	601 Lakeside Avenue		
City	Cleveland	State/Province/Territory	ОН
Country	US		
Telephone	(216) 664-2621		
Fax #			
E-Mail Address	jgilliam@city.cleveland.oh.us	***************************************	

I, DIL SINGH	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connect	tion with this form may result in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, i	in addition, may subject me to criminal charges.
I, DIL SINGH	, hereby certify that I have read and understand all the
items contained in this form; that I supp	lied full and complete answers to each item therein to the best of my knowledge,
	the County in writing of any change in circumstances occurring after the submission of
	lied by me is true to the best of my knowledge, information and belief. I understand that
the County will rely on the information s	supplied in this form as additional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
	FULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY
	G 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:	DILTEX INC
Electronically signed and certified at the	date and time indicated by:
DIL SINGH DIL.SINGH@DILTEXINC.COM	
VP	
Title	
40 100 1000	
10/30/2023	
Date	

Stanton, Kimberly

From:

VanAllen, Richard@DCA < Richard. VanAllen@dca.ca.gov>

Sent:

Monday, October 30, 2023 1:51 PM

To:

Stanton, Kimberly

Subject:

RE: Nassau County Office of Purchasing - Vendor References

Importance:

High

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

Good morning,

Diltex is one of our most often utilized small business vendors. They respond within the requested "bid timeframe" and are quick to answer and resolve any questions or issues that may arise. I am happy to recommend this business for your purchasing needs.

Best Regards,

Richard VanAllen - ITA
Bureau of Automotive Repair
Business Technology Management
10949 North Mather Blvd.
Rancho Cordova, CA 95670
916.659.8814

Richard.VanAllen@dca.ca.gov

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

Sent: Monday, October 30, 2023 6:53 AM

To: VanAllen, Richard@DCA < Richard.VanAllen@dca.ca.gov> **Subject:** Nassau County Office of Purchasing - Vendor References

Good Morning,

We have received a bid from Diltex, Inc., for Nassau County, NY, and they have listed you as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond? Do they have any outstanding issues?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing 1 West Street

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

Email: kstanton@nassaucountyny.gov

Nassau County

Long Island, New York





📤 Please consider the environment before printing this email

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute nonpublic information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

COUNTY OF NASSAU

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

1. Name of the Entity: DILTEX INC				
Address: 1750 W CAMERON AVE, STE 11	0			<u>_</u>
City: West Covina	State/Province/Territory:	CA	Zip/Postal Code:	91790
Country: US				
2. Entity's Vendor Identification Number:	95-4536575			
3. Type of Business: Other	(specify)	S CORP		
4. List names and addresses of all principals; partners and limited partners, all corporate of liability companies (attach additional sheets)	officers, all parties of Joint Vent			
2 File(s) uploaded: Name, Adresses and posit	ion of persons.pdf, Name, Adre	esses and position	on of persons.pdf	
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.				
2 File(s) uploaded: Name, Adresses and posit	ion of persons.pdf, Name, Adre	esses and position	on of persons.pdf	
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

Page 1 of 3

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 [X]
	(a) Name, title, business address and telephone number of lobbyist(s):
	None
	(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
	None
	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York
	State):
	None
8. VERIFICATION	N: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the
firm for the pu	rpose of executing Contracts.
The undersign	ed affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her
knowledge, tru	ue and accurate.
	signed and certified at the date and time indicated by:
DIL SINGH [KIN	IOO.SINGH@DILTEXINC.COM]
Dated:	10/27/2023 05:10:09 pm

Title:

VP.

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

Kinoo Singh (President) 1750 W Cameron Ave, Ste 110, West Covina, CA 91790

Dil Singh (Vice President) 1750 W Cameron Ave, Ste 110, West Covina, CA 91790

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK



COUNTY OF NASSAU

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

TELEPHONE:

(516) 571-6679

Ad Date: 09/28/2023

BID NUMBER 20880-10243-200

10/24/2023 11:00 A.M. E.S.T.

REQUISITION NUMBER
REPORT PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: VEEAM SOFTWARE

Kimberly Stanton

BUYER:

OCT 2 \$ 2023

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

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

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

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

DELIVERY MADE TO:

Nassau County Police Department of Information Technology

GUARANTEED DELIVERY DATE

7 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 954536575

TOLL FREE TELEPHONE NUMBER: 626-960-1314 bids must be signed by proprietor, partner or officer authorized to sign for corporation

NAME OF BIDDER Diltex Inc

ADDRESS 1750 W. Cameron Ave., Ste 110

CITY West Covina STATE CA ZIP CODE 91790 TELEPHONE 626-960-1314

Rubani Singh Account Executive PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

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

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

Account Executive

TITLE

DISCLOSURE STATEMENT

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

Bidder	s Name: Rub	ani Singh		
Addres	s: 1750 W. C	ameron Ave., Ste 1	10, West Covina, CA	91790
Teleph	one No: 626-	960-1314	Fax No:	
1. Sta	te Whether:	A Corporation	<u> </u>	
		Individual		
		Partnership		
		GUIDE	LINES FOR	R DISCLOSURE
DISCLO	DSURE MUST E	BE PROVIDED AS IND	UIRES THE NAMES AN VICATED BY TYPE OF C ND ATTACH TO BID.)	ND HOME* ADDRESSES OF ALL PRINCIPALS. DWNERSHIP. (PLEASE LIST ALL REQUIRED
1)	Sole Propriet	orship/Individual. Th	e Name and Home Add	dress of the Sole Proprietorship/Individual.
2)	Closely Held	Corporation. The Na	me and Home Address	ses of all Shareholders, Officers and Directors.
3)	Publicly Tradedirectors.	ed Corporation. Only	the page(s) of the SEC	EC FORM 10-K setting forth the name of all officers and
4)	Not for Profit	Corporation. The Na	ames and Home Addres	esses of all members, Officer and Directors.
5)	Partnership.	The Names and Hom	ne Address of all Gener	ral and Limited Partners.
6)	Limited Liabil	ity Company. The Na	ames and Home Addre	esses of all Members.
7)	Limited Liabil	ity Partnership. The	Name and Home Addre	resses of all Members.
8)	Joint Venture	. The Names and Ho	ome Addresses of all Jo	pint Ventures.
NOTE: *IN TH NECES:	E CASE OF PU	Y IS TIERED, YOU M BLICLY TRADED COR	IUST ALSO LIST ALL IN PORATIONS THE SEC	NDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT

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

BIDDER

R.Sinah

BIDDER SIGN HERE

FORMAL SEALED BID PROPOSAL 20880-10243-220

BIDDER'S NAME:	Rubani Singh	QUALIFICATION ST	<u>ATEMENT</u>	
ADDRESS: 175	0 W. Cameron Ave., Ste 1	10, West Covina,	CA 91790	
1. STATE WHETHI	ER: CORPORATION	INI	DIVIDUAL	PARTNERSHIP
DDCCTDCNT	TION OR PARTNERSHIP LIS KINOO SINGH 1750 W. (* *
VICE PRESIDEN	T DIL SINGH 1750 W. C	AMERON AVE.,	STE 100, WEST COVIN	A, CA 91790
SECRETARY I	KINOO SINGH 1750 W. (CAMERON AVE.	STE 110, WEST COVI	NA, CA 91790
treasurer _k	(INOO SINGH 1750 W. (CAMERON AVE.,	STE 110, WEST COVI	NA, CA 91790
3. HAVE YOU FILE IF SO WHEN?	D A QUALIFICATION STATE	MENT WITH THE C	OUNTY OF NASSAU?	No
4. HOW MANY YEA	ARS HAS YOUR ORGANIZAT	ION BEEN IN BUSIN	IESS UNDER YOUR PRESE	NT NAME? 27 years
5. HAVE YOU, OR IF SO, WHERE	YOUR FIRM, EVER FAILED T AND WHY?	TO COMPLETE ANY	WORK AWARDED TO YOU	? <u>NO</u>
6. IN WHAT OTHE	R LINES OF BUSINESS ARE	YOU OR YOUR FIRM	1 INTERESTED? <u>IT H</u>	ARDWARE AND
	XPERIENCE OF THE PRINCI	PAL INDIVIDUALS (DF YOUR ORGANIZATION	RELATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
DIL SINGH	VICE PRESIDENT	28	IT	EXECUTION
B. IN WHAT MANN	IER HAVE YOU INSPECTED	THIS PROPOSED W	ORK? EXPLAIN IN DETAIL	
	PRODUCTS ARE DIREC			
	PROVED DISTRIBUTIO			
9. THE CONTRACT NAME AND PRESEN	, IF AWARDED TO YOU OR IT POSITION	YOUR FIRM, WILL I	HAVE THE PERSONAL SUP	ERVISION OF WHOM? GIVE
ALL BIDS MUST BE	F.O.B. DESTINATION AND INC	CLUDE DELIVERY WIT	HIN DOORS UNLESS OTHER	WISE SPECIFIED.
BIDDER SIGN HER	ee <u>R.Singh</u> BIDDE	R	Acco	unt Executive
				11166

FORMAL SEALED BID PROPOSAL 20880-10243-220

Dil Singh	Vice President		
REFERENCES SHOULD INVOLVE P REFERENCES MUST HAVE HAD DE COUNTY RESERVES THE RIGHT T PAST PERFORMANCE IN ORDER T THE BID AND/OR CONTRACT. CC NASSAU COUNTY (AND ANY OF IT SUBSTITUTED FOR ANY OF THE T 1. REFERENCE'S NAME: Bureau	ROJECTS AND/OR SERVICE ALING WITH THE BIDDER OF CONTACT ANY OR ALL OF CONTACT ANY OF THE REFERENCE OF Automotive Repair	TED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE NCES.	SID. F D OF
ADDRESS: 10949 North Mat	her Blvd., Rancho Cordo	ova, CA 95670	
TELEPHONE: 916-659-8814 CONTRACT DATE: 4/12/2023	CONTACT PERSOI	N Richard Vanallen	
2. REFERENCE'S NAME: State of	of Nevada		
ADDRESS: 515 E. Musser St	, Ste 300, Caron City, N	V 89701	
TELEPHONE: 775-684-1835 CONTRACT DATE: 12/21/2022	CONTACT PERSON _	Chelsea Dixon	
ADDRECO	f Cleveland Cleveland, OH 44113		
TELEPHONE: 216-664-2621 CONTRACT DATE: 2/15/2023	CONTACT PERSON _	Jules Gilliam	
US	E SEPARATE PAGE IF ADD	DITIONAL SPACE IS NEEDED.	
		RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE	RSINGH BIDDER	Account Executive	_

FORMAL SEALED BID PROPOSAL 20880-10243-220

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 SIGN HERE	R.Singh	Account Executive	

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:	10/19/2023	R.Singh
		(Signature of Bidder)
		Print Name: Rubani Singh
		Print Title: Account Executive

FORMAL SEALED BID PROPOSAL 20880-10243-220

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand

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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, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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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.

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

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

ALL BIDS MUST BE F.C	D.B. DESTINATION AND	INCLUDE DELIVERY WITHIN DOC	ORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 20880-10243-220

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://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN DESKTOP:15144991403451::::

- 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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	-	BIDDER	TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

Ordinance # 153-2018

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

Value of Contract	<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.

ALL BIDS MUST BE F.O	<u>.B. DESTINATION AND I</u>	NCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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	BIDE	ER TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: VEEAM SOFTWARE

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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.

be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below;

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

Delivery to be made 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. **RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded. **METHOD OF BIDDING:** Please submit unit price in the appropriate column. PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern. PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening. STATE PRICE PROTECTION PERIOD: 30 DAYS AFTER BID OPENING

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	BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

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

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

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

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.

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

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

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

NON-PERFORMANCE:

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

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation 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.

ALL BIDS MUST BE F.O.B	. DESTINATION AND INCL	UDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	R.Singh	Account Executive
	BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

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.

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 law's provisions thereof.

ALL BIDS MUST BE F.O	D.B. DESTINATION AND	INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	R.Singh	Account Executive
	BID	DFR

FORMAL SEALED BID PROPOSAL 20880-10243-220

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

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

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.

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

ALL BIDS MUST BE F.C	D.B. DESTINATION AND	NCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE _	R.Singh	Account Executive
	BID)FR TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

TITLE

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

NO PARTIAL PAYMENTS	WILL BE PAID.

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CE	RTIFICATION <u>MUST</u> APPEAR ON THE INVOICE:
I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OF PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASING CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE	E ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT DHEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED
Rubani Singh	10/19/2023
CLAIMANT NAME	DATE
R.Singh	Account Executive
BY (SIGNATURE)	TITLE
*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLE	TED WILL BE RETURNED TO YOU UNPAID**
Vendors may download claim form NIFS560 at the following URL:	
https://www.nassaucountyny.gov/DocumentCenter/View/2735/C	aimVoucherFormBlank?bidId=
PAYMENT: A certified invoice, or a County claim form to which directly to the using agency, supported by vouchers signed by agency the required services as specified. ***********************************	ency personnel attesting to satisfactory completion of TIFICATION************************************
Rubani Singh	10/19/2023
Claimant Name	Date
R.Singh	Account Executive
By Signature	Title
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY C	OMPLETED WILL BE RETURNED TO YOU UNPAID.
Vendors may download claim form NIFS560 at the following URL:	
http://www.nassaucountyny.gov/agencies/Comptroller/	Docs/PDF/ClaimVoucherFormBlank.pdf
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WI	THIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE R.Singh	Account Executive

BIDDER

FORMAL SEALED BID PROPOSAL 20880-10243-220

TITLE

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

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

Equipment furnished hereunder shall meet the standards set forth in the	Occupational Safety and Health Act of 1970.
BIDDER SHALL STATE WARRANTY PERIOD: N/A	
NOTE: All warranties take effect only upon written acceptance of that point.	equipment by using agency and shall run full term from
BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED W	ARRANTY OPTION, IF AVAILABLE:
N/A	
COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLES the County of Nassau, its agents, officers and employees against any and equity, of every kind and nature whatsoever, directly or proximately result officers, agents, or employees. Contractor shall, at Nassau County's dema actions or legal proceedings which may be brought or instituted against N claim, demand or cause of action, and Contractor shall pay and satisfy any County, its agents, officers, or employees in any such suit, action or legal The Contractor shall obtain from an insurance company authorized to do to the term of any agreement, a policy of Comprehensive and General Liability naming the County of Nassau as an additional insured, including, but not livith a combined single minimum limit of three million dollars (\$3,000,000).	all claims, causes of action, costs, and liabilities, in law or in ting from any act of omission or commission of Contractor, its and, defend at its own risk and expense any and all suits, assau County, its agents, officers, or employees on any such y judgment or decree which may be rendered against Nassau proceeding. Dusiness in the State of New York, and keep in force during ty Insurance naming the Contractor as an insured, and limited, to the torts and negligence of Contractor's personnel, 1000 for bodily injury and property damage for any one
occurrence at the Contractor's sole cost and expense. Evidence of insurar Purchase Order. The Contractor shall comply with all provisions of the Workers' Compensat	
current coverage. Bidder shall list below the Insurance Company(s) holding the following doc A) Certificate of Insurance name the County of Nassau as co-insured: Or	cuments: YES
B) Certificate of Insurance with indemnification agreement (hold harmless	s clause): YES
NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL IN:	SURED
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WIT	
BIDDER SIGN HERE RSINGH	Account Executive

BIDDER

FORMAL SEALED BID PROPOSAL 20880-10243-220

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.

ALL BIDS MOST BE F.	O.B. DESTINATION AN	INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	R.Singh	Account Executive

21

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 HERE	BY CERTIFY THAT I HAVE REA	D THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY DO NOT CONTAIN ANY TOXIC SUBSTANCES.	THAT ITEMS NUMBERED
X _	R.Singh	Account Executive	
	Signature	Title	Date

ALL BIDS MUST BE F.C	D.B. DESTINATION A	ND INCLUDE DELIVERY WITHIN DOORS	UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	R.Singh		Account Executive
	Ŭ I	BIDDER	TITLE

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]

this 19th Partnership.	day ofOctober	, 20 23	as the act and deed of said Corporation
Identifying Dat Potential Contrac			
Address:			
Street:	1750 W. Cameron Ave., Ste 1	10	
City, Town, etc:	West Covina, CA 91790		
Telephone:	626-960-1314	Title:	Account Executive
If applicable, resp	oonsible Corporate Officer		
NameI	Rubani Singh	Title	Account Executive
Signature:	R.Singh		Sign Her
FAILURE	TO COMPLETE THIS FORM AND	SIGN IN APPROF	PRIATE PLACE MAY RESUI
	AUTOMATIC RI	EJECTION OF THE	BID.
ALL BIDS MUST	BE F.O.B. DESTINATION AND INCLUDE DEL	TVEDY WITHIN DOODS!	IINI ECC OTLIEDWICE CREATERS
BIDDER SIGN H	თ C5/.	TATELL MITHIN DOORS	Account Executive
	BIDDER	****	TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

ALL BIDS MUST BE F.	O.B. DESTINATION AND I	INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERW	<u>ISE SPECIFIED</u> .
BIDDER SIGN HERE	R.Sinah	Acce	ount Executive
	BIDE	DER	TITLE

FORMAL SEALED BID PROPOSAL 20880-10243-220

SPECIFICATIONS:

ltem #	Qty.	Unit	Description	Unit Price	Total Price
1	3	EA	VEEAM SOFTWARE - PART#: P-FDNVUL-0I-SU1AR-00 VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. COVERAGE TERM: 12/23/2025 12/24/2026	\$ <u>1,000.27</u>	\$_3,000.81
2	4100	EA	VEEAM SOFTWARE - PART#: P-VBO365-0U-SU1AR-00 VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. COVERAGE TERM: 12/23/2025 12/24/2026	\$15.68	\$_64,288.00
3	150	EA	VEEAM SOFTWARE - PART#: P-VBO365-0U-SU3YP-00 VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT.	\$_47.01	\$_7,051.50
4	750	EA	VEEAM SOFTWARE - PART#: V-VBO365-0U-SU1MP-00 VEEAM BACKUP FOR MICROSOFT 365. SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT -MONTHLY COTERM.	\$_1.45	\$_217.50
5	32	EA	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2025 12/24/2026	\$_823.57	\$ 26,354.24
6	6	EA	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL COVERAGE TERM: 12/23/2025 12/24/2026	\$ 823.57	\$_4,941.42
7	80	EA	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-POPMR-00 MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2025 12/24/2026	\$_68.64	\$ 5,491.20
	2	EA	VEEAM SOFTWARE - PART#: P-FDNPLS-VS-PP000-00 MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2025 12/24/2026	\$_2,594.99	\$_5,189.98
9	2	EA	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P02PP-00 2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM	\$ 1,647.17	\$_3,294.34
10	10	EA	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMP-00 MONTHLY COTERM PRODUCTION (24/7) MAINTENANCE	\$_68.64	\$ 137.28

ALL BIDS MUST BE F.	O.B. DESTINATION AND	INCLUDE DELIVERY WITHIN DOORS UP	NLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	R.Singh		Account Executive
	BII	DER	TTTIE

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

Nassau County Office of Purchasing 1 West Street Mineola, NY 11501

Attn: Kimberly Stanton
Bid No.: 20880-10243-220

The bid package must be sent in a sealed envelope with the solicitation number written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) DO NOT STAPLE OR BIND THE BID PACKAGE

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

BIDDER SIGN HERE

RSingh

ACCOUNT EXECUTIVE

Bruce Blakeman County Executive



Melissa Gallucci Commissioner of Shared Services

OFFICE OF PURCHASING

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

September 28, 2023

AMENDMENT No. 1

FORMALSEALED BID No: 20880-10243-220

TITLE: VEEAM SOFTWARE

ISSUED:

September 28, 2023

OPENING:

October 24, 2023

TO ALL BIDDERS:

- 1) This amendment is to address the following:
 - Q- is this new or a renewal?
 - A This is a renewal with additional required licenses for additional user count and additional servers.
 - Q-If it is a renewal, what is the support ID and due dates?
 - A Suport ID: 02533313 Sockets Expiration 12/16/25 Instances Expiration 12/23/25 Support ID for Veeam 265 Backup is 02322848 Expiration 12/22/25
- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of the amendment must be signed by the bidder and attached to this bid.

R.Singh Diltex Inc. OFFICE OF PURCHASING

Clasurdo /

Technical Coordinator II

Bruce A. Blakeman County Executive



Melissa Gallucci Commissioner of Shared Services

OFFICE OF PURCHASING

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

October 13, 2023

AMENDMENT No. 2

FORMALSEALED BID No: 20880-10243-220

TITLE: VEEAM SOFTWARE

ISSUED:

September 28, 2023

OPENING:

October 24, 2023

TO ALL BIDDERS:

1) This amendment is to address the following:

NO ALTERNATES WILL BE ACCEPTED UNDER THIS BID.

THE FOLLOWING CLAUSES HAVE BEEN REMOVED FROM THIS SOLICITATION.

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

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

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.3) A copy of the amendment must be signed by the bidder and attached to this bid.

R.Singh Diltex Inc.

OFFICE OF PURCHASING

Claudia Colasurdo

Technical Coordinator II

Bruce A. Blakeman County Executive



Melissa Gallucci Commissioner of Shared Services

OFFICE OF PURCHASING

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

October 14, 2023

AMENDMENT No. 3

FORMALSEALED BID No: 20880-10243-220

TITLE: VEEAM SOFTWARE

ISSUED:

September 28, 2023

OPENING:

October 24, 2023

TO ALL BIDDERS:

1) This amendment is to address the following:

Item #4-The quantity u will change from 750 to 150. Item #10 The quantity will change from 10 to 2.

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of the amendment must be signed by the bidder and attached to this bid.

R.Singh

Diltex Inc.

OFFICE OF PURCHASING
Claudia Colasurdo

Technical Coordinator II

Diltex Inc.

Information Technology Solutions

8(a) Certified, Woman Owned Small Business
Diltex Inc. 1750 W Cameron Ave, Suite 110,
West Covina, CA 91790

QUOTE # QWX-57372 DATED: 10/18/2023

RFQ: 20880-10243-220



TO:

KIMBERLY STANTON 516-571-6679

COUNTY OF NASSAU

60 CHARLES LINDBERGH BLVD

UNIONDALE, NY 11553

kstanton@nassaucountyny.gov

FEDERAL TAX ID: 954536575

CA Seller Permit # SR AP 101049827

DUNS: 969907914 CAGE CODE: 45SF9

SAM: CB42CNL4JNM5

DGS-CA OSDS ref # 41977, EXP:1-31-24 LSBE CERTIFIED VENDOR # 129913 SHIP TO:

KIMBERLY STANTON 516-571-6679

COUNTY OF NASSAU

1 WEST STREET

MINEOLA, NY 11501

kstanton@nassaucountyny.gov

FREIGHT TERMS: FOB DESTINATION CONUS

PAYMENT TERMS: NET 30 DELIVERY: WITHIN 30 DAYS

WARRANTY: MANUFACTURERS STD WARRANTY
QUOTE VALIDITY: 30 DAYS FROM DATE OF ISSUE

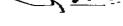
CONTRACT: NONE

SNO	PART NO	PRODUCT DESCRIPTION	CONTRACT	QUANTITY	UNIT PRICE	YEAR	LINE TOTAL
1	P-FDNVUL-0I-SU1AR- 00	VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE, INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. 10 INSTANCE PACK. PUBLIC SECTOR.	OPEN MARKET	03	\$ 1,000.27	0	\$ 3,000.81
2	P-VBO365-0U-SU1AR- 00	VEEAM BACKUP FOR MICROSOFT 365, 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR	OPEN MARKET	4,100	\$ 15.68	O	\$ 64,288.00
3	P-VBO365-0U-SU3YP- 00	VEEAM BACKUP FOR MICROSOFT 365. 3 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	OPEN MARKET	150	\$ 47.01	0	\$ 7,051.50
4	V-VBO365-0U-SU1MP- 00	VEEAM BACKUP FOR MICROSOFT 365. SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT-MONTHLY COTERM.	OPEN MARKET	150	\$ 1.45	0	\$ 217.50
5	V-FDNPLS-VS-P0PAR- 00	VEEAM ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT)-VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS.	OPEN MARKET	32	\$ 823.57	0	\$ 26,354.24
6	V-FDNFLS-VS-P0PAR- 00	VEEAM ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT)-VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS.	OPEN MARKET	06	\$ 823.57	0	\$ 4,941.42
7	V-FDNPLS-VS-P0PMR- 00	VEEAM MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL	OPEN MARKET	80	\$ 68.64	0	\$ 5,491.20

		(INCLUDES 24/7 UPLIFT)-VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS.					
8	P-FDNPLS-VS-PP000- 00	VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS. 1 YEAR OF PRODUCTION (24/7) SUPPORT IS INCLUDED. PUBLIC SECTOR.	OPEN MARKET	02	\$ 2,594.99	0	\$ 5,189.98
9	V-FONPLS-VS-P02PP- 00	VEEAM 2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS.	OPEN MARKET	02	\$ 1,647.17	0	\$ 3,294,34
10	V-FDNPLS-VS-P0PMP- 00	VEEAM MONTHLY COTERM PRODUCTION (24/7)MAINTENANCE (INCLUDES 24/7 UPLIFT)-VEEAM DATA PLATFORM FOUNDATION ENTERPRISE PLUS.	OPEN MARKET	02	\$ 68.64	0	\$ 137.28
					SUB TOTAL		\$ 119,966.27
					SHIPPING		\$ 0.00
					TAXABLE AM	TNUO	\$ 0.00
					SALES TAX (0	0.00 %)	\$ 0.00
					тс	TAL	\$ 119,966.27

Comments: Line 1 Contract 02322846. From 12/23/2025 to 12/22/2026. Line 2 Contract 02322848. From 12/23/2025 to 12/22/2026. Line 3 and 4 New business co-term. Line 5 Contract 02322844. From 12/23/2025 to 12/22/2026. Line 6 Contract 02533313. From 12/17/2025 to 12/22/2026. Line 7 Contract 02829758. From 2/25/2026 to 12/22/2026. Line 8, 9 and 10 New business co-term.

If you have any questions please give me a call. Kind Regards,



DIL SINGH (WX)

Diltex Inc. 1750 W Cameron Ave, Suite 110, West Covina, CA 91790

Phone 626-960-1314Fax 626-956-0615 Email: dil.singh@diltexinc.com Website: https://www.diltexinc.com

Thank you for the opportunity and your business !.

Quoted prices are dock-to-dock delivery only. Please inform Diltex if special delivery is required as additional charges may apply for inside delivery, liftgate truck, etc. Prices quoted are contingent upon contract award of all items. Manufacturers return policy applies to all items and may require a restocking fee.

REQUISITION

RQPD23000319 21/SEP/2023

VENDOR: REQUISITIONER:

SHI INTERNATIONAL CORP PD POLICE DEPARTMENT
5 WEST BANK STREET INFORMATION TECHNOLOGY

1194 PROPECT AVENUE

COLD SPRING NY 10516-0000 WESTBURY NY 11590

CHIEF KARP/CR24/1551/403

TEL: (800)870-4044 TEL: (516)573-8660

FAX: (845)265-9452 FAX: () -

ITEM DESCRIPTION QTY U/M UNIT COST TOTAL

001 208-80 3.00 EA 1,011.4500 3,034.35

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: P-FDNVUL-01-SU1AR-00

VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE.

INCLUDES ENTERPRISE PLUS EDITION FEATURES.

COVERAGE TERM: 12/23/2025 - 12/24/2026

002 208-80 4,100.00 EA 15.8500 64,985.00

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: P-VBO365-0U-SU1AR-00

VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT

BILLING & PRODUCTION (24/7) SUPPORT.

COVERAGE TERM: 12/23/2025 - 12/24/2026

003 208-80 150.00 EA 41.6100 6,241.50

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: P-VBO365-0U-SU3YP-00

VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT

BILLING & PRODUCTION (24/7) SUPPORT.

004 208-80 750.00 EA 1.2900 967.50

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-VBO365-0U-SU1MP-00

VEEAM BACKUP FOR MICROSOFT 365. SUBSCRIPTION UPFRONT BILLING

& PRODUCTION (24/7) SUPPORT -MONTHLY COTERM.

RECUISITION

RQPD23000319 21/SEP/2023

VENDOR: REQUISITIONER:

SHI INTERNATIONAL CORP PD POLICE DEPARTMENT
5 WEST BANK STREET INFORMATION TECHNOLOGY

1194 PROPECT AVENUE

COLD SPRING NY 10516-0000 WESTBURY NY 11590

CHIEF KARP/CR24/1551/403

TEL: (800) 870-4044 TEL: (516) 573-8660

FAX: (845) 265-9452 FAX: () -

ITEM DESCRIPTION QTY U/M UNIT COST TOTAL

005 208-80 32.00 EA 837.8600 26,911.52

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00

ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT)

VEEAM DATA PLATFORM

COVERAGE TERM: 12/23/2025 - 12/24/2026

006 208-80 6.00 EA 837.8600 5,027.16

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00

ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL

COVERAGE TERM: 12/23/2025 - 12/24/2026

007 208-80 80.00 EA 69.8300 5,586.40

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMR-00

MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT)

VEEAM DATA PLATFORM

COVERAGE TERM: 12/23/2025 - 12/24/2026

008 208-80 2.00 EA 2,296.8900 4,593.78

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: P-FDNPLS-VS-PP000-00

MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT)

VEEAM DATA PLATFORM

COVERAGE TERM: 12/23/25 - 12/24/2026

REQUISITION

RQPD23000319 21/SEP/2023

VENDOR:

REQUISITIONER:

SHI INTERNATIONAL CORP 5 WEST BANK STREET PD POLICE DEPARTMENT INFORMATION TECHNOLOGY

1194 PROPECT AVENUE

COLD SPRING

NY 10516-0000

WESTBURY

NY 11590

TEL: (800)870-4044

CHIEF KARP/CR24/1551/403

TEL: (516) 573-8660

FAX: (845)265-9452

FAX: () -

ITEM

DESCRIPTION

QTY U/M

UNIT COST 2.00 EA TOTAL 1,675.7300

3,351.46

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P02PP-00

208-80

2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM

DATA PLATFORM

009

010 208-80

10.00 EA

69.8300

698.30

MISCELLEANOUS SOFTWARE, MINICOMPUTERS; SECURITY

VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMP-00

MONTHLY COTERM PRODUCTION (24/7) MAINTENANCE

ESTIMATED TOTAL:

121,296.97

PCHL9100 LINK TO:

ADVANCED PURCHASING/INVENTORY 09/20/2023 ELECTRONIC NOTE PAD

2:50 PM 01 **OF** 02 PAGE

REO DOC INQUIRY 2140

THIS REQUEST IS REQUIRED FOR THE PURCHASE OF THE SOFTWARE LICENSE TO PROPERLY BACKUP THE HYPER-V VIRTUAL SERVER ENVIRONMENT. THIS SOFTWARE WOULD BACKUP OUR VIRTUAL MACHINES IN AN ENCRYPTED FASHION PROTECTING IT FROM RANSOMWARE LOCKS AND OTHER ATTACKS. THIS SYSTEM WILL PROVIDE FOR LONG TERM DATA RETENTION AND RECOVERY ONSITE. THIS ALSO INCLUDES AN INCREASE IN THE VEEAM BACKUP OFFICE 365 LICENSE COUNT TO PROPERLY REFLECT CURRENT PD ACTIVE USERS.

SEE ABOVE.

3) NO ALTERNATIVES.

4) SEE ABOVE.

5) NO REVENUE.

NO REIMBURSEMENT. 6) CONTRACT OPEN MARKET **CONTRACT # OPEN MARKET**

F6 COPY F1-HELP F4-AUDIT F5-TOP F7-PR PAGE F8-NX PAGE F9-LINK F11-INS PAGE F12-DEL PAGE ENTER-INQUIRE F10-SAVE CL-EXIT INQUIRY COMPLETE

PCHL9100 LINK TO:

ADVANCED PURCHASING/INVENTORY ELECTRONIC NOTE PAD

09/20/2023 2:50 PM PAGE 02 OF 02

REQ DOC INQUIRY 2140

PLEASE DO NOT MODIFY ANY ITEMS ON THIS REQUEST WITHOUT PRIOR AUTHORIZATION FROM THE SUPERVISORS OF THE NASSAU COUNTY POLICE DEPARTMENT INFORMATION TECHNOLOGY UNIT 516-573-8660 OR ITUSUPERVISORS@PDCN.ORG.

PLEASE DELIVER TO: NASSAU COUNTY POLICE DEPARTMENT INFORMATION TECHNOLOGY UNIT ROOM 118 1194 PROSPECT AVE. WESTBURY, NY 11590

ATTN: CHÍEF KARP INFORMATION TECHNOLOGY UNIT

A COPY OF THE PRICE QUOTE CAN BE OBTAINED FROM JOHN WIKING OF THE PD INFORMATION TECHNOLOGY UNIT AT JWIKING@PDCN.ORG OR 573-8660 **OPEN MARKET**

F1-HELP F4-AUDIT F5-TOP F6 COPY F7-PR PAGE F8-NX PAGE F9-LINK F10-SAVE F11-INS PAGE F12-DEL PAGE ENTER-INQUIRE CL-EXIT NEXT PAGE FOUND



FORMAL BID RECOMMENDATION

BID NUMBER: 20880-10243-200 OPEN: October 24, 2023

TITLE: Veeam Software

DATE: October 31, 2023

TO: KIMBERLY STANTON FROM: ADMINISTRATION

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

Date: October 31, 2023		BID RESULTS
Date. October 31, 2023	Item	Bidder
To: Supervisor From: Kimberly Stanton, Buyer	001	Recommend this award be made
List of recommended awards in accordance with the		to Diltex, inc. as the
attached summary is shown in column at right. The		lowest responsible bidder meeting
reason for award to other than low bidder is indicated		specifications and bid terms for all items
on the reverse side of this page.	ļ	
Buyer	-	
boyer		
Date:		
To: Director From: Supervisor		
[]		
Congur , Disagree (See Reverse)		
Date: 10/31/2-3		
Date: 10131137		
To: Buyer From: Director		
Approved for Award		
Hold award pending discussion		!
NO Subject to Legislature Approval		
YES X Subject to Legislature Approval		
Mb o Culum		
Director March Control	<u> </u>	
Approved for Award Hold award pending discussion NO Subject to Legislature Approval YES X Subject to Legislature Approval		

OPENED: OPENED: BID NO: REQ. NO: TITLE:	VITTUE UT FUNCTINGS SUMMARY OF BLS. OFFINED: October 24, 2023 AT 11:00 A.M. BID NO: 20880-10243-220 REC, NO: RQPDZ3800319 TITLE: VEEAM SOFTWARE			CST CST CST CST CST CST CST CST CST CST	HYPERTEC USA INC.	9 TO 5 COMPUTER	PRINCETON IT	DERIVE TECHNOLOGIES , LLC	WIDE INC,	MICRO STRATEGIES, INC.	MARCUM TECHNOLOGY	могь екоир сояр.	рігдех' імс.	зытесн, іис.	CONSTRUCTION AYSTEMS, LLC BLACK	& CONSULTING CORP. REGIMENT	TECHNOLOGY	CDM KESONBCES	DKINEN GONEKHWENT	TECHNOLOGIES AWARD	O.F
TEM#	ARTICLE	ΔI	LIND	-	2	3	4	5	9	7	- □	50	10	11 12		13	14 15	16	17	TO NO.	AMOUNT
	VEEAM SOFTWARE - PART#: P-FDNVUL-0I-SU1AR-00 VEEAM DATA PLATFORM FOUNDATION NIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. COVERAGE TERM: 12Z32/2025 12Z4/2026	r	ā	1171.80	1017.63	1036.17	1038.83	1058.15 1	1144.00 1	1004.00 110	1108.09 107	1073.08 100	1000.27	1058.28 1119.84	. 7	.94	28	₽	.45 1049.77		
2	VEEAM SOFTWARE - PART# P-VBO365-0U-SUJAR-00 VEEAM BACKUP POR MICROSOFT 385. TY FAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) SUPPORT. COVERAGE TERM: 12/23/2025 12/24/2028	4100	Ą	18.36	15.94	16.24	15.95	16.58	17.11	15.73 17	17.37 16.	18	15.68 15.	65 17	55 17.99		15.63 15.95	35 15.85	16.45	10	
m	VEEAM SOFTWARE - PART#: P-VBO365-QU-SU3YP-00 VEEAM BACKUP FOR MICROSOFT 385, 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24.7) SUPPORT.	150	Ą	55.08	48.89	48.70	49.92	49.75	51.11	47.20 52	2.08 50	39 47	7.01 47	53 52.	64 54.	67 46	46.87 47.81	- 74	.54 49.34	5 -11	
	VEEAM SOFTWARE - PART#: V-VB0365-0U-SU1MP-00 VEEAM BACKUP FOR MICROSOFT 385, SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) SUPPORT -MONTHLY COTERM.	150	ą	1.70	1.5.	1,51	1.56	1.54	1,61	1.46		.56	45	2.12 1.63	3 1.69		54:	.48	1.53		
in-	VEEAM SOFTWARE - PART#: V-FONPLS-VS-POPAR-00 ANNUAL PRODUCTION (247) MAINTENANCE RENEWAL (INCLUDES 247 UOLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 1423/2028 1424/2028	32	<u>a</u>	815.40	837.85	853.95	837.87	884.00	851.00 8	837.53 864.	4.32	3.54 823.	3.57 824.	1.23 852.	.92 864.32		624.46 838.34	857	.95 837.87	h-	
· •	VEEAM SOFTWARE - PART# V-FORPLG-VG-POPAR-00 ANUVAL PRODUCTION (24/7) MAINTENANCE RENEWAL COVERAGE TERM: 12/23/2025 12/24/2026	9	EA	815.40	837.85	853.95	855.32	884.00	844.00	837.53 864.	4.32 883.	3.54 823.	25	837.77 852.	.92 864.	- 22	824.46 834.	34 857	.95	87	
	VEEAM SOFTWARE - PART#. V-FDNPLS-VS-POPMR-00 MONTHLY PRODUCTION (247), MANITENANCE RENEWAL (INCLUDES 247/ UPLIFT), VEEAM DATA PLATFORM COVERAGE TERM: 1225/2028 5/224026	80	Ą	67.95	69.82	71.17	71.28	73.67	71.00	69.80 76	76.82 73.	3.64 68	3.64 69		.09 72.03		69	71.	50 69.83		
	VĚEAM SOFTWARE - PART#, P-FDNPLS-VS-PP000-00 MONTHLY PRODUCTION (247), MAINTENANCE RENEWAL (INCLUDES 247 UPLJFT) VEEAM DATA PLATFORM COVERAGE TERM: 12023/2028 12/24/2028	2	EA .	3041.14	2698.77	2688.13	2749.27	2745.12 3	3011.00 2	2604.67 287	2874.70 197	1976.17 256	2594.99 263	2637.23 2905.18	.18 3018.10		3097.23 2824.28	.28 2624.00	.00 2723.40	0#	
6	VEEAM SOFTWARE - PART#: V-FDNP1.S-VS-P02PP-00 PAEPAID ONAL YERAS OF PRODUCTION (247) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM	2	EA	1703.91	1675.73	1707.84	1728.67	1768.03	1711.00	1675.08 172	1728.65 1254.	96	1647.17	692.22 1705.86	.86 1728.65	.65 2158.	3.94 1676.71	.71 1715.92	.92 1675.76	92	:
\$	VEEAM SOFTWARE - PART#: V-FDNPLSVS-POPMP-00 MONTHLY COTERM PRODUCTION (247) MAINTENANCE	2	EA	67.95	69.82	71.17	73.58	73.67	71.00	69.80 72	72.03 52	52.29 68.	3.64 68.	43 71.	09 72.03	33 68.71	71 69.87	71	.50 69.83	8	
6	DESABET BY		TEDMO	707	L L		L	FEN	Luz	THIN	TEN	Z Z	FIN	TEN	F 77 N	112	T IN	Luz Z	1%)		
빏	28.6		N N	8	NE NE	I I	NE -	ואַ	- Li	+	$\frac{1}{2}$	$\frac{1}{2}$	1	$\left\{ \right.$	-	-	$\frac{1}{2}$	$\frac{1}{2}$	1	-	

Claudia Colasurdo hereby certifies that the blus listed above were opened at the time and place specified therein and that the above; a correct transcription from all original bigs received.

Date DATE HOLD HOLD BID OFFICER

OFFICE O SUMMARY OPENED: BID NO: REQ. NO: TITLE:	OFFICE OF PURCHASING SUMMARY OF BIDS SUMMARY OF BIDS BID NO: 20880-10243-220 REQ. NO: RQPD23000319 TITLE: VEEAM SOFTWARE			CST CST CST CST		HYPERTEC USA	INC.	3 OT 6	RETURNOO	PRINCETON IT	SERVICES, INC.	DERIVE	TECHNOLOGIES	AGIOS WORLD	MIDE INC
ITEM #	ARTICLE	QTY UNIT	Ę	1		2		3		4		2		9	
-	VEEAM SOFTWARE - PART#: P-FDNVUL-01-SU1AR-00 VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FATURES. COVERAGE TERM: 12/23/2025 12/24/2028	က	EA \$1,1	\$1,171.80	\$3,515.40 \$	\$1,017.63	\$3,052.89	\$1,036.17	\$3,108.51	\$1,038.83	\$3,116.49	\$1,058.15	\$3,174.45	\$1,144.00	\$3,432.00
~	VEEAM SOFTWARE - PART#: P-VBO365-0U-SU1AR-00 VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) POUPPORT, COVERAGE TERM: 1223/2025 12/24/2026	4100	EA \$1	\$18,36	5,276.00	\$15.94	\$65,354.00	\$16.24	\$66,584.00	\$15.95	\$65,395.00	\$16.58	\$67,978.00	\$17.11	\$70,151.00
m	VEEAM SOFTWARE - PART#: P-VBO385-0L-SU3YP-00 VEEAM BACKUP FOR MICROSOFT 366. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) PURPORT.		EA \$5	\$55.08	\$8,262.00	\$48.89	\$7,333.50	\$48.70	\$7,305.00	\$49.92	\$7,488.00	\$49.75	\$7,462.50	\$51.11	\$7,666.50
4	VEEAM SOFTWARE - PART# V-VBO385-0U-SU1MP-00 VEEAM BACKUP FOR MICROSOFT 365. SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT -MONTHLY COTERM.	150 E	EA \$1	\$1.70	\$255.00	\$1.51	\$226.50	\$1.51	\$226.50	\$1.56	\$234.00	\$1.54	\$231.00	\$1.61	\$241.50
ro	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (\$47) MAINTENANCE RENEWAL (INCLUDES 247 UPLIFT) VEEAM DATA PLATFORM	32 E	EA \$81	\$815.40	\$26,092.80	\$837.85	526,811.20	\$853.95	\$27,326.40	\$837.87	\$26,811.84	\$884.00	\$28,288.00	\$851.00	\$27,232.00
မ	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL COVERAGE TERM: 12/23/2025 12/24/2026	ю	EA 58.	\$815.40 \$	\$4,892.40	\$837.85	\$5,027.10	\$853.95	\$5,123.70	\$855.32	\$5,131.92	\$884.00	\$5,304.00	\$844.00	\$5,064.00
	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMR-00 MONTHLY PRODUCTION (2477) MAINTENANCE RENEWAL (INCLUDES 247 UPLIFT) VEEAM DATA PLATFORM (OVERAGE TERM: 1223/2025 1224/2036	80		\$67.95	\$5,436.00	\$69.82	\$5,585.60	\$71.17	\$5,693.60	\$71.28	\$5,702.40	\$73.67	\$5,893.60	\$71.00	\$5,680.00
ω	VEEAM SOFTWARE - PART#: P-FDNPLS-VS-PP000-00 MONTHLY PRODUCTION (2477) MAINTENANCE RENEWAL (INCLUDES 2477 UPLIFT) VEEAM DATA PLATFORM (INCLUDES TERM: 72/23/2025, 12/24/2026	С.	EA S3,0	\$3,041.14	\$6,082.28	52,698.77	\$5,397.54	\$2,688.13	\$5,376.26	\$2,749.27	\$5,498.54	\$2,745.12	\$5,490.24	\$3,011.00	\$6,022,00
თ	VEEAM SOFTWARE - PART#: VFDNPLS-VS-P02PP-00 2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM	2	EA \$1,7	\$1,703.91	\$3,407.82	\$1,675.73	\$3,351.46	\$1,707.94	\$3,415.88	\$1,728.67	\$3,457.34	\$1,768.03	\$3,536.06	\$1,711.00	\$3,422.00
10	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMP-00 MONTHLY COTERM PRODUCTION (247) MAINTENANCE	2	EA \$6	\$67.95	\$135.90	\$69.82	\$139.64	\$71.17	\$142.34	\$73.58	\$147.16	\$73.67	\$147.34	\$71.00	\$142.00
		TOTAL		8-	33,355.60		\$122,279.43		\$124,302.19		\$122,982.69		\$127,505.19		\$129,053.00
	A CALANTA CO.														
אַ האַמַאַסַ	l RY	TERMS		1%		NET		NET		NET		NET		NET	

OFFICE O SUMMARY OPENED: BID NO: REQ. NO: TITLE:	OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: October 24, 2023 AT 11:00 A.M. BID NO: 20880-10243-220 REQ. NO: RQPD23000319 TITLE: VEEAM SOFTWARE			MICRO STRATEGIES, INC.	MARCUM	ТЕСНИОГОСУ	AUORS AJOM	сояр.	ONI TEX INC	- DILTEX, ІМС.	ON HOLLIVO	-SAITECH, INC.	BLACK	SYSTEMS, LLC
ITEM #	١٠٠,	QTY UNIT	T 7		8		6		10		11		12	
_	VEEAM SOFTWARE - PART#: P-FDNVUL-0i-SU1AR-00 VEEAM DATA PLAFFORM FOUNDATION WINFRSAL SUBSCRIPTION LICENSE. INCLUDES ENTERRISE PLUS EDITION FEATURES. COVERAGE TERM: 12/23/2025 12/24/2026	۳ ش	\$1,004.00	53,012.00	\$1,108.09	\$3,324.27	\$1,073.08	\$3,219.24	\$1,000.27	\$3,000.81	\$1,058.28	\$3,174.84	\$1,119.84	\$3,359.52
8	VEEAM SOFTWARE - PART#. P-VB0365-0U-SU1AR-00 VEEAM BACKUP FOR MICROSOFT 885. I YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) SUPPORT. COVERAGE TERM: 12222026 12724)2026	4100 EA	\$15.73	\$64,493.00	\$17.37	871,217.00	\$16.81	\$68,921.00	\$15.68	\$64,288.00	\$15.65	\$64,165.00	\$17.55	\$71,955.00
м	VEEAM SOFTWARE - PART#, P-VBO365-0U-SU3YP-00 VEEAM BACKUP FOR MICROSOFT 385. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) (SUPPORT.	150 EA	\$47.20	\$7,080.00	\$52.08	\$7,812.00	\$50.39	\$7,558.50	\$47.01	\$7,051.50	\$47.53	\$7,129.50	\$52.64	\$7,896.00
4	VEEAM SOFTWARE - PART#. V-VBO365-0U-SU1MP-00 VEEAM BACKUP FOR MICROSOFT 365. SUBSCRIPTION UPFRONT (BILLING & PRODUCTION (24/7) SUPPORT -MONTHLY COTERM.	150 EA	\$1.46	\$219.00	£1.61	\$241.50	\$1.56	\$234.00	\$1.45	\$217.50	\$2.12	\$318.00	\$1.63	\$244.50
ю	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2026 12/24/2038	32	\$837.53	\$26,800.96	\$864.32	\$27,658.24	\$883.54	\$28,273.28	\$823.57	\$26,354.24	\$824.23	\$26,375.36	\$852.92	\$27,293.44
9	VEEAM SOFTWARE - PART#. V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL COVERAGE TERM: 12/23/2025 12/24/2026	6 EA	\$837.53	\$5,025.18	\$864.32	\$5,185.92	\$883.54	\$5,301,24	\$823.57	\$4,941.42	\$837.77	\$5,026.62	\$852.92	\$5,117.52
	VEEAM SÖFTWARE - PART#: V-FDNPLS-VS-POPMR-00 MONTHLY PRODUCTION (2477) MAINTENANCE RENEWAL (INCLUDES 247 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2026 1224/2026	80 P	\$69.80	\$5,584.00	\$76.82	\$6,145.60	\$73.64	\$5,891.20	\$68.64	\$5,491.20	\$69.68	\$5,574.40	\$71.09	\$5,687,20
æ	VEEAM SOFTWARE - PART#: P-FDNPLS-VS-PP000-00 MONTHLY PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2026 12/24/2038	2 EA	\$2,604.67	55,209.34	\$2,874.70	\$5,749.40	\$1,976.17	\$3,952.34	\$2,594.99	\$5,189.98	\$2,637.23	\$5,274.46	\$2,905.18	\$5,810.36
on	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P02PP-00 2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM	2 EA	\$1,675.08	3 \$3,350.16	\$1,728.65	\$3,457.30	\$1,254.96	\$2,509.92	\$1,647.17	\$3,294.34	\$1,692.22	\$3,384.44	\$1,705.86	\$3,411.72
ŧ	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMP-00 MONTHLY COTERM PRODUCTION (24/7) MAINTENANCE	2 EA	\$69.80	\$139.60	\$72.03	\$144.06	\$52.29	\$104.58	\$68.64	\$137.28	\$68.43	\$136.86	\$71.09	\$142.18
		TOTAL		\$120,913.24		\$130,935.29		\$125,965.30		\$119,966.27		\$120,559.48		\$130,917.44
PRPARED BY	A C:	TERMS	LEN		NET		NE 1		NET		PET		E E	

150 EA \$17.79 \$17.79 \$19.77 \$10.90 \$15.60 \$10.90	UPTICE OF PURCHASING SUMMARY OF BIDS OPENED: October 24, 2023 AT 11:00 A.M. BID NO: 20880-10243-20				TRUCTION NSULTING			NOFOGA	-: - 	NKCES	,,,,,,,,	RNMENT	N:	NOFOGIES
3	NGFAM SOFTWARE				8 CON CONE	9800	REGIN			os⊒u			DRIVE	
3 EA \$1.147.94 \$3.443.62 \$8997.28 \$2.991.64 \$1,018.17 \$3.054.451 \$1,011.45 \$3.054.35 \$10.49.77 \$10.00 EA \$17.99 \$77.759.00 \$15.63 \$84.085.00 \$15.65 \$64.885.00 \$16.45 \$10.04.77 \$10.00 EA \$17.99 \$77.759.00 \$14.87 \$17.00 EA \$17.99 \$17.750 \$14.71 \$10.00 \$14.87 \$17.00 EA \$16.67 \$10.00 EA \$17.00 EA \$16.00 EA \$17.00 EA \$1	ARTICLE		+	FINO	13		14		15		16		11	
150 EA \$17.59 \$773.759.00 \$15.69 \$64,083.00 \$15.95 \$156.395.00 \$15.65 \$16.456 \$16.45 \$17.71.50 \$47.54 \$77.71.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$49.54 \$17.51.10 \$17.5	VEEAM SOFTWAŘE - PÁŘÍ#: P-FDNVUL-01-SÚJAR-00 VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION ETILNES. COVERAGE TERM: 12/22/2028 12/24/2026	JS EDITION	m			33,443.82	\$997.28	991	\$1,018.17	\$3,054.51	\$1,011.45	\$3,034.35	940	\$3,149.31
150 EA \$564.67 \$80,200.50 \$46.87 \$7,030.60 \$47.81 \$7,171.50 \$47.54 \$7,131.00 \$49.34 \$1.65 EA \$1.69 \$253.50 \$1.45 \$217.50 \$1.48 \$272.20 \$1.47 \$220.50 \$1.53	VEEAM SOFTWARE - PART#: P-VB0365-0L-SU1AR-00 VEEAM BACKUP FOR MICROSOFT 385. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (247) SUPPORT. COVERAGE TERM: 1273/2025 1724/2026	AL 73		<u></u>		73,759.00	\$15.63	\$64,083.00	\$15.95	\$65.395.00	\$15.85	\$64,985.00	- 6	\$67,445.00
150 EA \$1.66 \$253.50 \$1.45 \$217.50 \$1.46 \$222.00 \$1.47 \$220.50 \$1.53 \$1.53 \$1.45 \$217.50 \$1.46 \$222.00 \$1.47 \$220.50 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.53 \$1.45 \$1.50 \$1.53 \$1.50 \$1.53 \$1.50 \$1.53 \$1.50 \$1.	VEEAM SOFTWARE - PART#* P-VB0365-0U-SU3YP-00 VEEAM BACKUP FOR MICROSOFT 365. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT.	4.0	150	a	67	18,200.50	\$46.87	\$7,030.50	\$47.81	\$7,171.50	\$47.54	\$7,131.00	\$49.34	\$7,401.00
32 EA \$864.32 \$27,656.24 \$824.46 \$26,382.72 \$838.34 \$26,626.88 \$857.95 \$27,454.40 \$837.87 6 EA \$864.32 \$6,185.92 \$824.46 \$4,946.76 \$833.34 \$5,006.04 \$857.95 \$5,147.70 \$837.87 80 EA \$72.03 \$5,762.40 \$68.71 \$5,496.80 \$69.87 \$6,580.60 \$771.50 \$537.87 2 EA \$72.03 \$1,680.73 \$2,194.46 \$2,824.28 \$5,646.56 \$771.50 \$5,48.00 \$52,733.40 2 EA \$1,728.65 \$3,457.30 \$2,168.94 \$4,317.88 \$1,676.71 \$33,53.42 \$1,47.09 \$52,43.00 7 EA \$772.03 \$133,900.34 \$137.42 \$69.87 \$137.42 \$130.74 \$17.50 \$143.00 \$52,82.73.40 107AL \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04 \$100.04	VEEAM SOFTWARE - PART#: V-VBO385.0U-SUTMP-00 VEEAM BACKUP FOR MICROSOFT 385. SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT -MONTHLY COTERM.	PFRONT ERM.	150	EA		\$253.50		\$217.50		\$222.00		\$220.50		\$229.50
6 EA \$884.32 \$6.185.92 \$824.46 \$4.946.76 \$834.34 \$5,006.04 \$857.95 \$5,147.70 \$837.87 80 EA \$72.03 \$5,762.40 \$68.71 \$5,496.80 \$69.87 \$6,589.60 \$71.50 \$5,720.00 \$69.83 2 EA \$3,018.10 \$6,036.20 \$3,097.23 \$6,194.46 \$2,824.28 \$5,648.56 \$2,624.00 \$5,248.00 \$2,723.40 2 EA \$1,728.66 \$3,457.30 \$2,158.94 \$4,317.88 \$1,676.71 \$3,383.42 \$1,715.92 \$3,431.84 \$1,675.76 2 EA \$72.03 \$144.06 \$68.71 \$137.42 \$69.87 \$132.407.25 \$143.00 \$69.83 TOTAL NET NET NET NET NET NET NET 196.	VEEAM SOFTWARE - PART#. V-FDNPLS-VS-P0PAR-00 ANNIAL PRODUCTION (24/7) MAINTENANCE RENEWAL (INCLUDES 24/7 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2028 12/24/2028		32	ā		27,658.24	\$824.46	\$26,382.72	\$838.34	\$26,826.88	\$857.95	\$27,454.40	\$837.87	\$26,811.84
80 EA \$72.03 \$5,762.40 \$68.71 \$5,496.80 \$65.89 \$6,589.60 \$77.50 \$5,720.00 \$69.83 2 EA \$3,018.10 \$6,036.20 \$3,097.23 \$6,194.46 \$2,824.28 \$5,648.56 \$2,624.00 \$5,248.00 \$2,723.40 2 EA \$1,728.66 \$3,457.30 \$2,158.94 \$4,317.86 \$1,676.71 \$3,363.42 \$1,715.92 \$3,431.84 \$1,675.76 2 EA \$17,28.66 \$3,457.30 \$2,158.94 \$4,317.86 \$1,676.71 \$33.63.42 \$1,43.00 \$69.83 1 10.44.6 \$137.42 \$69.87 \$1922,407.26 \$143.00 \$69.83 1 10.44.6 \$122,407.26 \$122,516.79 \$132,516.79 \$143.00 \$69.83	VEEAM SOFTWARE - PART#. V-FDNPLS-VS-P0PAR-00 ANNUAL PRODUCTION (24/7) MAINTENANCE RENEWAL COVERAGE TERM: 12/23/2025 12/24/2026		ဖ	2		\$5,185.92	\$824.46	\$4,946.76	\$834.34	\$5,006.04	\$857.95	\$5,147.70		\$5,027.22
2 EA \$1,728.65 \$3,457.30 \$2,158.94 \$46 \$2,824.28 \$5,648.56 \$2,624.00 \$5,248.00 \$2,723.40 2 EA \$1728.65 \$3,457.30 \$2,158.94 \$4,317.88 \$1,676.71 \$3,353.42 \$1,715.92 \$3,431.84 \$1,675.76 2 EA \$72.03 \$144.06 \$68.71 \$137.42 \$69.87 \$139.74 \$71.50 \$143.00 \$69.83 TOTAL	VEEAM SOFTWARE - PARTI#: V-FDNPLS-VS-POPMR-00 MONTHLY PRODUCTION (247) MAINTENANCE RENEWAL MICULODES 247 UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2025 12/24/2026		08	EA		55,762.40	\$68.71	\$5,496.80	\$69.87	\$5,589.60	\$71.50	\$5,720.00		\$5,586.40
2 EA \$1,728.65 \$3,457.30 \$2,158.94 \$4,317.88 \$1,676.71 \$3,363.42 \$1,715.92 \$3,431.84 \$1,675.76 \$1,715.92 \$	VEEAM SOFTWARE - PART#: P-FDNPLS-VS-PP000-00 MONTHLY PRODUCTION (247) MAINTENANCE RENEWAL RICULODES SATA UPLIFT) VEEAM DATA PLATFORM COVERAGE TERM: 12/23/2025 12/24/2026		8		018.10	38,038.20	\$3,097.23	S6,194.46	\$2,824.28		624	\$5,248.00	\$2,723.40	\$5,446.80
2 EA \$72.03 \$144.06 \$68.71 \$137.42 \$69.67 \$139.74 \$71.50 \$143.00 \$69.83 TAL \$133,900.94 \$121,798.88 \$122,407.25 \$122,515.79 TERMS NFT NFT NFT NFT NFT NFT	VEEAM SOFTWARE - PART#. V-FDNPLS-VS-P02PP-00 2 ADDITIONAL YEARS OF PRODUCTION (24/7) MAINTENANCE PREPAID FOR VEEAM DATA PLATFORM	览	7		728.65	33,457.30	\$2,158.94	\$4,317.88	\$1,676.71	53,353.42	\$1,715.92	\$3,431.84	\$1,675.76	\$3,351.52
TAL \$133,900.94 \$121,798.88 \$122,407.25 \$122,515.79 TERMS NFT NET NET 1%	VEEAM SOFTWARE - PART#: V-FDNPLS-VS-P0PMP-00 MONTHLY COTERM PRODUCTION (24.7) MAINTENANCE		7	<u>a</u>		\$144.06	\$68.71	\$137.42	\$69.87	\$139,74	\$71.50	\$143.00	\$69.83	\$139.66
LEN LEN			TOTAL	+	S	133,900.94		\$121,798.88		\$122,407.25		\$122,515.79		\$124,588.25
				+										
	ρουλορίο υν			V 528	L L		THN		NET		THIN		1%	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2023

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.

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(les) 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) CONTACT NAME: PRODUCER **CS&S/BIZINSURE LLC** PHONE PO BOX 958489 (A/C, No, Ext): (A/C, No): **LAKE MARY, FL 32746-8989** E-MAIL Phone - 877-724-2669 Fax - 877-763-5122 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Casualty Company 20443 INSURED INSURER B **DILTEX INC** INSURER C: 1750 W CAMERON AVE Ste 110 WEST COVINA, CA 91790 INSURER D : INSURER E INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL | SUBR TYPE OF INSURANCE POLICY NUMBER LTR INSD (MM/DD/YYYY) LIMITS (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR 1,000,000 PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) Y Ν 6020878405 12/18/2022 12/18/2023 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE PRO-2,000,000 PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) OTUA YAA OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED 6020878405 12/18/2022 N Ν 12/18/2023 BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-ANY PROPRIETOR/PARTNER/EXECUTIVE YIN E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If ves, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is added as Additional Insured under the blanket additional insured endorsement form for work performed by the Named Insured per written contract. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE County of Nassau THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1 West St ALITHODIZED DEDDESENTATIVE Mineola, NY 11501

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