



E-217-16

Contract Details

SERVICE Telecom and Repair Services

NIFS ID #: CQIT16000001

NIFS Entry Date: 6/1/2016

Term: from Execution to 4 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name American Communications Industries	Vendor ID# 223426378-01
Address 111 Kreischer Street, Staten Island, NY 10309	Contact Person Joseph Misseri
	Phone 718-967-2220

County Department
Department Contact ****Please return final approved Contract to Vandana Manucha
Address 240 old Country Road Mineola, NY 11501
Phone (516)571-0008

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	8/08		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	6/10		
	County Attorney	CA Approval as to form <input type="checkbox"/>	9/10		Yes <input type="checkbox"/> No <input type="checkbox"/>
9/15/16	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	11/15/16		
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/15/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/15/16		

2016 SEP 28 3 15

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY



Contract Summary

Description: Telecommunication and Maintenance Repair Services	
Purpose: Due to the nature of changing Technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, replacement and modification of Nassau County's extensive infrastructure of telecommunications equipment and cable plant.	
Method of Procurement: RFP	
Procurement History: The Contract was entered into after a written request for proposals was issued on October 9, 2010 <i>per Vondra Mancha AB, October 9, 2015</i> . Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, and on LIFT, LIST net, and LIA websites. Proposals were due on December 8 th , 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Alex Demaio, Douglas Rodriguez, Drew Gumpert, Donna Neiland, and Robert Thomas. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.	
Description of General Provisions: Maintenance and Repair of Telecommunication infrastructure of Nassau County's various departments Upgrading the Voice and Data networks, VOIP system maintenance. Install communications cabling, conduit and phone related equipment Maintenance of Automated call distributors or Valcom external paging systems and for large concentration of equipment, uninterruptible power supplies (UPS) Additional related services as required, County may modify the items to be maintained on the monthly basis with 30 day written notice.	
Impact on Funding / Price Analysis: <i>4 million But only</i> \$100,000.00 will be encumbered at this time.	
Change in Contract from Prior Procurement: n/a	
Recommendation: (approve as submitted)	

Advertisement Information

BUDGET CODES	
Fund:	ITGen1 200
Control:	DE500
Resp:	
Object:	
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$100,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1200/DE500	\$100,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$100,000

RENEWAL	
% Increase	
% Decrease	

Document
Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>

9/15/14

Becker, Francis

From: Manucha, Vandana
Sent: Friday, September 09, 2016 2:07 PM
To: Becker, Francis
Cc: Stanton, Nancy
Subject: RE: Legislative Committee Calendar for September 12th

Hello Fran,

The correct date for ACI is October 9, 2015.

Thank you,
Vandana

From: Manucha, Vandana
Sent: Friday, September 09, 2016 1:47 PM
To: Becker, Francis
Cc: Stanton, Nancy
Subject: RE: Legislative Committee Calendar for September 12th

Hello Fran,
Please let me know if this ACI contract will be going on Leg on Monday.

Thanks for your help,
Vandana

From: Manucha, Vandana
Sent: Thursday, September 08, 2016 12:21 PM
To: Becker, Francis
Cc: Stanton, Nancy
Subject: FW: Legislative Committee Calendar for September 12th

Hello Frank,

The committee Agenda you just sent us, does not have ACI contract. As per Peggy it was being reviewed by Liz and we requested it to be on the agenda this month. Please help.

Thanks,
Vandana

From: Stanton, Nancy
Sent: Wednesday, August 31, 2016 12:11 PM
To: Manucha, Vandana; Reynolds, Margaret A
Subject: RE: Legislative Committee Calendar for September 12th

thanks

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY, AND AMERICAN
COMMUNICATIONS INDUSTRIES

WHEREAS, the County has negotiated a personal services agreement
with American Communications Industries to perform telecommunication
and maintenance repair services, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the agreement with
American Communications Industries

Authorizations

Budget

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Authorized By:

RDALLEVA

Date:

06/17/2016

Comptroller's Office

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan

I certify that the funds are available to be encumbered pending NIFA approval of this contract:

Yes No

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Yes No

Budget is available and funds have been encumbered but the project requires NIFA bonding and authorization.

Yes No

Authorized By:

Date:

NIFA

Amount being approved by NIFA:

9/28/2016

NIFA - Contract Approval Request Form

Authorized By: _____ Date _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the items requested herein.

NIFA Contract Approved Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Set Screen Reader Mode On
release 1.0



Information Technology Contract Routing

Version: 9/23/2016

[Home](#)

NIFA - Contract Approval Request Form

[<< Back to Routing Slip](#)
[Save Changes](#)

1. Vendor: American communications Industries

NIFA Number:

2. Dollar Amount \$4,000,000.00

requiring NIFA approval:

Amount to be encumbered: \$100,000.00

This is a: New

If new contract - \$ amount should be full amount of contract
 If advisement - NIFA only needs review if it increasing funds above the amount previously approved by NIFA
 If amendment - \$ amount should be full amount of amendment only

3. Term: Execution to 4 years.

 Has work or services on this commenced? ☐ Yes ☒ No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	<input checked="" type="radio"/> X	Grant Fund (GRT)	<input type="radio"/> X
Capital Improvement Fund (CAP)	<input type="radio"/> X	Other	<input type="radio"/> X

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☒ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

[Click Here to Add Related Contracts](#)

Related Contracts

Contract ID	Date	Amount	Notes
BPNC10000228	-	-	On going Blanket Purchase order since 2004.

1 - 1

5. Provide a brief description (4-5 sentences) of the item for which this approval is requested:

Due to the nature of changing Technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, /

6. Has the item requested herein followed all proper procedures and thereby approved by the:

County Attorney as to form:

☐ N/A
☐ Yes ☐ No

County Committee and/or Legislature:

☐ N/A
☐ Yes ☐ No

Date of approval(s) and citation to the resolution where the approval for this item was provided:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: American Communications Industries

2. Dollar amount requiring NIFA approval: \$ 4,000,000.00

Amount to be encumbered: \$ 100,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: Execution to 4 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal % _____
☐ Capital Improvement Fund (CAP) State % _____
☐ Other County % _____

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☒ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Due to the nature of changing Technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, replacement and modification of Nassu County's extensive infrastructure of telecommunications equipment and cable plant.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

BPNC 10000228 - ongoing Blanket purchase order since 2004.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature

Title

Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature

Title

Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



Information Technology Contract Routing

[Home](#)

NIFA - Contract Approval Request Form

[<< Back to Routing Slip](#)
[Save Changes](#)

1. Vendor: American communications Industries

NIFA Number:

2. Dollar Amount \$4,000,000.00

requiring NIFA approval:

Amount to be \$100,000.00
encumbered:

This is a: New

If new contract - \$ amount should be full amount of contract
If advisement - NIFA only needs review if it increasing funds above the amount previously approved by NIFA
If amendment - \$ amount should be full amount of amendment only

3. Term: Execution to 4 years.

Has work or services on this commenced?
☐ Yes ☒ No

If yes, please explain:

4. Funding Source:

General Fund (GEN) ☒ X Grant Fund (GRT) ☐ X

Capital Improvement Fund (CAP) ☒ X Other ☐ X

- Is the cash available for the full amount of the contract?
☒ Yes ☐ No
- If not, will it require a future borrowing?
☐ Yes ☒ No
- Has the County Legislature approved the borrowing?
☐ Yes ☐ No
- Has NIFA approved the borrowing for this contract?
☐ Yes ☐ No


7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months: [Click Here to Add Related Contracts](#)

Related Contracts

Contract ID	Date	Amount	Notes
BPNC10000228	-	-	On going Blanket Purchase order since 2004.

1 - 1

5. Provide a brief description (4-5 sentences) of the item for which this approval is requested:

Due to the nature of changing technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, 

6. Has the item requested herein followed all proper procedures and thereby approved by the:

County Attorney as to form:

- ☐ N/A
☐ Yes ☐ No

County Committee and/or Legislature:

- ☐ N/A
☐ Yes ☐ No

Date of approval(s) and citation to the resolution where the approval for this item was provided:

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: American Communications Industries, Inc.

CONTRACTOR ADDRESS: 111 Kreischer Street, Staten Island, NY 10309

FEDERAL TAX ID #: 223426378-01

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on October 9, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, and on LIFT, LIST net, and LIA websites. Proposals were due on December 8th, 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Alex Demaio, Douglas Rodriguez, Drew Gumpert, Donna Neiland, and Robert Thomas. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

6-1-16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Exhibit A



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? If yes, to what campaign committee?

No

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

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

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

Vendor: American Communications Industries, Inc.

Dated: 06/21/2016

Signed:

Print Name: Joseph Misseri

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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

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

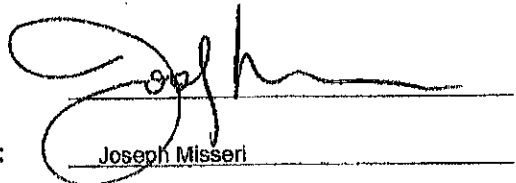
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/04/2016

Signed:

Print Name:

Title:


Joseph Misseri
President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Lawrence Presser
Date of birth 08 / 26 / 44
Home address 7646 Porto Vecchio Place
City/state/zip Delray Beach, FL 33446
Business address 111 Kreischer Street
City/state/zip Staten Island, NY 10309
Telephone 718-987-2220
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 03 / 20 / 96 / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES x NO If Yes, provide details. I am an owner.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES x NO If Yes, provide details.
From time to time, I support the cash flow in the company. This is on a need-be basis.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO x
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

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

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

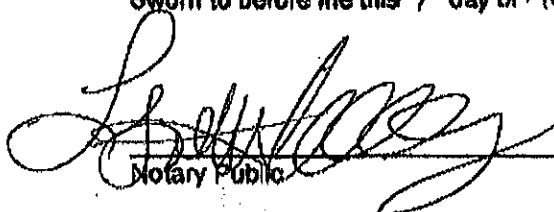
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

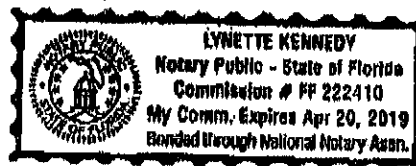
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Lawrence Prosser, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of May 2016


Notary Public



American Communications Industries, Inc.

Name of submitting business

Lawrence Prosser

Print name


Signature

Vice President

Title

05 / 04 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Misseri
Date of birth 05 / 07 / 58
Home address 57 Downes Avenue
City/state/zip Staten Island, NY 10312
Business address 111 Kreischer Street
City/state/zip Staten Island, NY 10309
Telephone 718-967-2220
Other present address(es) _____
City/state/zip _____
Telephone _____

List of other addresses and telephone numbers attached

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

President 05 / 20 / 96 Treasurer / / /
Chairman of Board / / / Shareholder / / /
Chief Exec. Officer / / / Secretary / / /
Chief Financial Officer / / / Partner / / /
Vice President / / /
(Other) _____

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

YES X NO If Yes, provide details. I am an owner.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO If Yes, provide details.

From time to time, I support the cash flow in the company. This is on a need-be basis.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 6 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Misseri, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of May 2016

ICP UCP
Notary Public

Name of submitting business: American Communications Industries, Inc.

By: Joseph Misseri

Print name

[Signature]
Signature

President

Title

05 / 17 / 16
Date

Business History Form

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

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

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

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

Date: 05/04/2016

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

2) Address of Place of Business: 111 Kreischer Street Staten Island, NY 10309

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 718-957-2220

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 186683426

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

6) The proposer is a (check one): Corporation ☒ Sole Proprietorship ☐ Partnership ☐
X Other (Describe) _____

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

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond); date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge _____
- b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X ; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

No conflict exists

See attached

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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 Nassau County

Contact Person Ira Hill

Address 240 Old Country Road

City/State Mineola, NY 11501

Telephone 516-571-4024

Fax # _____

E-Mail Address ihill@nassaucountyny.gov

Company Johnson Controls

Contact Person John Czamecki

Address 100 Lightning Way Suite 402

City/State Secaucus, NJ 07094

Telephone 201-325-4100

Fax # _____

E-Mail Address john.czamecki@jci.com

Company Unify

Contact Person Daniel LoCicchio

Address 565 Madison Avenue

City/State New York, NY 10001

Telephone 631-767-1969

Fax # _____

E-Mail Address daniel.lo_cicchio@unify.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Misseri, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of July 2016

Kenneth Venetian
Notary Public

KENNETH VENETIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VE6162998
Qualified in Richmond County
My Commission Expires March 19, 2019

Name of submitting business: American Communications Industries, Inc.

By: Joseph Misseri

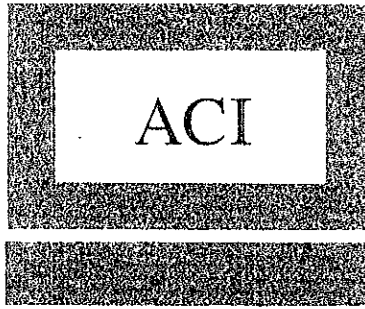
Print name

Joseph Misseri
Signature

President

Title

07 / 11 / 16
Date



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

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

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

In reference to Business History, Section 17b:

At the time of hire, and periodically thereafter, the ethical standards of conduct and conflict of interest on a project are discussed with all employees. Periodic checks will be conducted by the Human Resources Department to determine if changes have occurred. However, all employees are expected to exercise good judgment and discretion in evaluating a particular activity so as to avoid any actual, or apparent, conflict of interest. If there is a doubt, the employees know they should discuss it with his/her supervisor and/or the Human Resources Department.

COUNTY OF NASSAU

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

1. Name of the Entity: American Communications Industries, Inc.
Address: 111 Kreischer Street
City, State and Zip Code: Staten Island, NY 10309
2. Entity's Vendor Identification Number: 22-3426378
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. ☐ Other (specify)

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

Joseph Misseri 57 Downes Avenue Staten Island, NY 10312

Lawrence Presser 7646 Porto Vecchio Place Delray Beach, FL 33446

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.

XXXXXXX Joseph Misseri and Lawrence Presser

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.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. 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.

(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.

N/A

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

N/A

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

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

Dated: 05/04/2016

Signed:

Print Name: Joseph Misserl

Title: President

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) American Communications Industries (ACI), a New York corporation, having its principal office at 111 Kreischer Street, NY 10309, (the "Contractor").

WITNESSETH:

WHEREAS, a new Request for Proposals for Telecommunications Repair and Maintenance services (the "RFP") was issued on October 9, 2015; and

WHEREAS, the Contractor submitted a proposal to provide Telecommunications Repair and Maintenance services found to be beneficial to the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1.Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of Four (4) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for one (1) additional one (1) year period under the same terms and conditions for a total term of five (5) years.

2.Services. The services to be provided by the Contractor under this Agreement shall consist of Telecommunication and Maintenance Repair services (the "Services") and is described in detail in Appendix A ("Scope of Services") attached hereto and incorporated herein by reference.

3.Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Four Million Dollars (\$4,000,000.00) ("Maximum Amount") payable for the first 4 years and not to exceed one million Dollars (\$1,000,000) for the 5th year, in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated

herein by reference (b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(b) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(c) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(d) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(e) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(g) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(h) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under applicable Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a

reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under an SOW.

(f) The provisions of this subsection shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no additional cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall

name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Four Million Dollars (\$4,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less Five Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed

person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

13. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

14. Right to Works/Intellectual Property Rights. (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or complied by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed maps, electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other

uses. (c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

15. Works Made for Hire. The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all - rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

16. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal. Entities, and not the County, shall be liable to the Contractor.

17. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor. will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the Co-unity the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing 4 - equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality

and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the -unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

18. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system,

perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

19. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection; (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination

or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

20. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

21. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

22. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

24. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006.. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

28. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

29. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

30. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

31. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

32. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

[CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

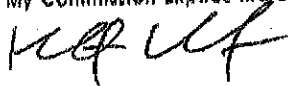
COUNTY OF ~~NASSAU~~

Richmond

On the 17th day of MAY in the year 2016 before me personally came Joseph Misseri to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Richmond; that he or she is the President of American Communications Industries, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KENNETH VENETIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VE6162998
Qualified in Richmond County
My Commission Expires March 19, 2019



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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 herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- 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.

- 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, for the purpose of granting of Subcontracts.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

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

- 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.
- 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.
- 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 therefor 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 a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, 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:

- 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.
- 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
- 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
- Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- 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.

- Proof or affidavit that negotiations were held in good faith 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
 - If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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.

Appendix L

Certificate of Compliance

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

- The chief executive officer of the Contractor is:

(Name)

Joseph Misseri

(Address)

111 Kreischer Street S.I NY 10309

Number)

718-967-2220

(Telephone

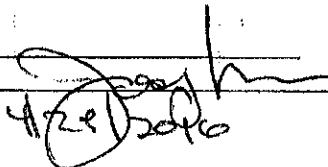
- The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
- In the past five years, Contractor _____ has ~~X~~ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

- In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action ~~has~~ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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


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

Dated 4/29/2016  Signature of Chief Executive Officer

Joseph Misseri
Name of Chief Executive Officer

Sworn to before me this

29th day of April, 2016


Notary Public

JOYCE SPIRES
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01SP6337260
QUALIFIED IN RICHMOND COUNTY
MY COMMISSION EXPIRES 02-22-2020

Appendix A
Scope of Services

Scope of Services
Nassau County Telecommunications Maintenance and Repair

A1) Overview

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

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

A2) Wiring Standard

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

In recent years the County has run dual/triple Category 6E cabling to each station but that is subject to change over the life of the contract. In addition, the County may require that one or more samplings of cable of sufficient size from each lot number must be sent to an independent laboratory for testing.

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

A. Station (device) Terminations/Horizontal Distribution:

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

Level VI E Voice

Level VI E Data

Station cable is now typically terminated on Leviton hardware (or equivalent) and four pair

patch panel cable connection to the BIX riser panel or 6E Patch Panel for voice and data on 19" rack, as request by County.

B. Vertical (riser) Distribution

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

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

C. General Guidelines

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

As a general rule EIA/TIA569 should be followed, such that each floor shall have its own IDF for the termination of that floor's horizontal distribution unless cable runs exceed 250 feet. Should cable runs exceed 250 feet, multiple IDF's shall be established per floor to accommodate the 250 foot maximum parameter. In some locations, the County may elect instead to run station cable from multiple floors to a single IDF.

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

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

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

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

A3) Fiber Optic Guidelines

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

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

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

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

A4) Miscellaneous Guidelines /Information

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

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

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

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

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

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

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

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

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

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

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

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

A5) Required Tasks

- 1) ACI will be required to perform all maintenance and MACs (Moves, Adds and Changes) tasks on the Norstar and Fijitsu systems.
- 2) ACI will be required to respond to failures according to the following SLAs except for the Fijitsu systems. Due to the lack of replacement parts for this system, in the event of any type of failure, ACI will do its best to restore service but cannot guarantee the full restoration.
 - a. Catastrophic Failures – 120 minutes (25% of phones/lines outage in building or department)
 - b. Major Failures – 180 minutes (10% of phones/lines outage in building or department)
 - c. Minor Failures – 24 hours , next business day (defective user equipment)
- 3) ACI will be required to perform MACs on additional phone systems at the request of the county.
- 4) ACI will be required to perform additional tasks (in addition to MACs and Maintenance) on a time and material basis. This work will be requested by an approved Statement of Work.

Tasks to include but not limited to:

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

A6) Maintenance

Maintenance on the Norstar and Fujitsu systems will be done on a time and material basis ACIs technical staff. Maintenance to include, but not limited to...

- 1) Cleaning fans and filters (if equipped).
- 2) Checking and exercising UPS system in conjunction with appropriate County personnel. Replace batteries on UPS according to manufacturer recommendations.
- 3) Assuring cabinets and equipment are as dust free as possible by regular vacuuming.
- 4) All other appropriate procedures and reporting format to insure proper completion.
- 5) Preventive maintenance, which is not transparent to the user, must be done off-shift time, from 6 P.M. to 6 A.M.

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

A7) Staffing

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

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

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

ACI must provide transportation for technical staff.

The above staff must perform all maintenance and routine M/A/Cs .ACI may invoice the County for the cost of material for routine M/A/Cs and maintenance.

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

ACI will be the sole provider to the County of all Norstar and Fujitsu telephony equipment.

ACI will also assist county staff as requested with the M/A/C for the additional phones systems utilized by the county such as, but not limited to, Alcatel, Avaya & Cisco

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

A8) Materials

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

ACI attests that they are an authorized dealer for all Norstar hardware and software utilized, or that they are authorized by the manufacturer's distributor to purchase and install such hardware and software.

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

SUPPLEMENTAL TERMS AND CONDITIONS

A9) Special Site Conditions

- A. As a County many special conditions exist. The premises will be occupied during the course of equipment installation or maintenance. It shall be the responsibility of ACI to coordinate all work with County personnel.
- B. ACI shall be responsible for the safety of occupants while its work force is on the premises and shall perform all work in full compliance with Local, State and Federal health and safety regulations. ACI shall immediately correct any dangerous condition caused by or resulting from its work.
- C. If any shut-down of services is required, notice shall be made in writing and submitted to the County for approval, at least two (2) weeks prior to the proposed shut-down. Additionally, any approved shutdown cannot exceed a two (2) hour duration. In the case of the installation or relocation of equipment or software at County Police, Correctional Center, Juvenile Detention or emergency service facilities, the ACI will not interrupt service at any secure location. If service must be shutdown ACI will install a temporary connection, including access to the E911 system, during the period of interruption for regular service. No such service interruption of Police, Correctional Center, Juvenile Detention or emergency services shall extend beyond one (1) hour. Such scheduled interruptions will take place between 1:00 a.m. and 5:00a.m., unless otherwise specified by the County.
- D. ACI shall maintain adequate means of entry and egress throughout the buildings.
- E. ACI and its staff or sub-contractors must park in designated areas only and the County is not responsible for fees/fines or tickets as a result of a failure to do so.
- F. ACI agrees to furnish to County such information as may be required by County concerning the condition of the work.
- I. If exposed asbestos conditions are encountered or if performing work will penetrate encapsulated areas, stop that portion of the work and notify the County immediately. If cabling can be rerouted, then it is ACI's responsibility to do so. If asbestos removal is necessary or if new conduit will alleviate the problem, then it is the County's responsibility.
- J. If cabling is authorized to be done by the County, then ACI must provide asbestos certified staff and all necessary precautions such as using chambers, suits, masks, etc.

A10) Property Damages

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

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

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

A11) Clean Up

ACI shall at all times keep the premises and the buildings free from accumulation of its waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials shall be removed from and about the premises. Tools, spare parts and equipment shall be removed to a designated and secure area. ACI shall leave all areas, on which it has worked, in a broom clean condition. If ACI fails to clean up at any time, the County of Nassau may do so and the cost thereof shall be charged to ACI.

A12) Responsibilities of ACI

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

A13) Manufacturer's Instructions

Where it is required in the specifications that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Deputy Commissioner of Information Technology, with approval obtained, before work is begun.

A14) Third-Party Relationships

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

A15) Space, Power and Environmental Requirements

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

A16) Space Requirements

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

A17) Power Requirements

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

A18) Environmental Requirements

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

A19) Preventative Maintenance

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

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

Except in the case of emergency, preventative maintenance which is not transparent to the

user, must be done "off hours" from approximately 6 p.m. to 6 a.m. or during weekend hours with the prior written approval of the Deputy Commissioner of Information Technology. Where maintenance requires taking the system(s) down, ACI must notify the Deputy Commissioner of Information Technology one week prior to the scheduled work and make every reasonable effort to accommodate the time that the County requires the work to be done.

A20) Equipment Acceptance Criteria

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

A. Initial Acceptance Test

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

1. Pre- installation or relocation and installation or relocation testing.
2. Completion of "Punch List".
3. Initial Acceptance Testing.
- 4 Ten (10) day test and verification period.
5. Second or Final Acceptance Testing.

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

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

Major Failure means that more than ten percent (10%) of the total cable capacity and/or trunkage and/or extension stations and/or tie lines are inoperable, or failure of more than twenty five percent (25%) of the features and services, or failure of one console or loss of night service arrangement.

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

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

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

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

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

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

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

B. Second Acceptance Test Period.

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

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

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

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

ACI, with prior approval of the County, shall do all necessary cutting, fitting and patching of the work that may be required to properly maintain equipment, to make their several parts join

together properly, to receive and provide for the work of various trades, and to be received by the work of other contractors or as required by the specifications to complete the work on behalf of the County. After such cutting, all defective or patched work shall be replaced or restored or repaired and made good as required by the County. No cutting, excavating or any work shall be conducted in a manner or by a method or methods that shall endanger the security, work, adjacent property, workers, the public, or the work of any other contractor.

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

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

ACI shall maintain the County equipment, plant and conduit taking full advantage of any construction facilities available. Should conduit be fully utilized, temporary wiring may be installed with prior written permission from the County, provided that the temporary wiring is secured and not hazardous to staff or the public. The temporary cables or condition must be replaced with permanent wiring or conduit as soon as is feasible.

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

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

A21) Failure to Meet Acceptance Criteria

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

A22) Provision of Documentation

At least thirty (30) days prior to the installation of new equipment or relocation to a different

facility, ACI shall provide to County, at no additional cost to the County, station and operator manuals as may be necessary or desirable to assist County's employees in the use of the equipment.

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

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

A23) Subcontractors

County must approve ACI choice of subcontractor(s).

A24) Working Hours

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

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

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

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

A25) Warranties

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

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

'End of Support' (EOS) declaration by the manufacturer, ACI must notify the County in writing at least ninety (90) days prior to the manufacturer's EOS/EOL date and also state if 'Time and Material' support for the equipment is a viable option. This will permit the County to purchase alternative equipment from ACI.

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

ACI represents and warrants that:

- A. It has inspected the premises and has determined that conditions thereon are satisfactory in all respects for the installation of the equipment; and accepts any available blueprint and/or building plans as guidelines only and accepts that these existing plans are not presented as an accurate representation of all existing conditions; and accepts that the County shall not allow any "NO KNOWLEDGE" declarations once a bid has been accepted.
- B. ACI's equipment shall consist of new components, wherever possible, of the highest quality available. ACI represents and warrants that it shall maintain the equipment and all related equipment in the equipment in working order twenty four (24) hours per day, seven (7) days per week and shall provide emergency telephone numbers where Emergency Service can be obtained during the Warrantee Period with two-hour response for Catastrophic Failures, three (3) hour response for Major Failures, and twenty-four (24) hour response for Minor Failures with "Failures" defined in Section 11.17 of this Bid Document.
- C. All Workmanship, Materials or Equipment, either at the site or intended for it shall conform in all respects with the requirements of all Contract Documents, and shall comply with all Federal, New York State, Nassau County and/or industry standards. It shall be a workmanlike installation and the best obtainable from the crafts and trades. In all cases, the materials, equipment and workmanship shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.
- D. ACI consents that the equipment, cable, all hardware and software shall be as described in the original bid, unless changes in the specifications have been made and agreed to in writing by the County.

- E. All labor shall be performed by mechanics skilled in their respective trades.
- F. ACI agrees to furnish to the County at least quarterly, copies of his summary of, maintenance and repair activity to the Deputy Commissioner of Information Technology in an electronic format acceptable to the County.
- G. ACI accepts the responsibility to maintain the aesthetics of the County buildings throughout all phases of installation.

A26) Maintenance Non-Performance Penalties

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

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

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

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

Full weekend and County holiday service must be provided.

A27) Payment schedule

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

A28) Audit

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

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

A29) Transition

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

- A. An accurate written status of all work in progress, test results, KSU or other passwords and all outstanding invoices for which the vendor will request payment.
- B. All keys, passes, as built drawings, wiring diagrams, security tools, key-sheets and the like used in the performance of their work.
- C. An Excel/Word spreadsheet/ document giving the inventory for all equipment, preventative maintenance and warrantee history for UPS, ACD, VM and Paging Systems.
- D. A current RAD or backup of all KSUs, where possible.
- E. Demonstrate the correct operation of all equipment such as ACD, RADs, Voice Mail, Turrets, UPSs, KSUs and operator consoles, to either County staff and /or the entity responsible for County Telephone Maintenance at the end of this contract.
- F. ACI agrees to transition and perform the work in a timely fashion and the County agrees not to unreasonably withhold payment or release of any bond.

S30) Spare Parts

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

A31 Warranty

ACI warrants that they are an authorized dealer for all Norstar hardware and software utilized in the project, or that ACI is authorized by the manufacturer's distributor to purchase and install such hardware and software. Further, ACI warrants that they are authorized by the

manufacturer distributor to repair, modify, remove and configure all Norstar hardware or other equipment and software used in the project herein.

Nassau County Security Restrictions

A32) NASSAU COUNTY CORRECTIONAL CENTER SECURITY RESTRICTIONS

SECURITY REGULATIONS

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

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

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

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

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

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

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

having official business.

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

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

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

FASTENINGS

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

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

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

countersunk prison-head fastenings when so approved on the shop drawings.

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

SEALING OF JOINTS

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

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

INTERFERENCE WITH BUILDING OPERATIONS

A. The CONTRACTOR shall obey all the standard security regulations of the institution and shall be responsible for the conduct of personnel of all the related trades.

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

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

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

A33) NASSAU COUNTY HEALTH AND HUMAN SERVICES RESTRICTIONS

For the length of the Contract, ACI's staff, subcontractors, consultants and agents, at any Health and Human Services (HHS) location, including the Juvenile Detention Center (JDC), must wear

an identification badge assigned by the County, and bearing the name of the Contractor and an identification number. Additionally at the JDC, all of ACI's personnel must be escorted by HHS staff when in a secure area.

A34) NASSAU COUNTY OFFICE OF COURT ADMINISTRATION RESTRICTIONS

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

A35) NASSAU COUNTY POLICE DEPARTMENT RESTRICTIONS

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

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

[illegible]

	Minimum charge 4 hours DT on Sunday			1,280.00	1,318.40	1,357.95	1,398.69	1,440.65
	4) Overtime hourly rate							
	Saturday		p/hr	240.00	247.20	254.62	262.25	270.12
	Sunday		p/hr	320.00	329.60	339.49	349.67	360.16
	5) Each additional quarter hour							
	Saturday		p/quarter hr	60.00	61.80	63.65	65.56	67.53
	Sunday		p/quarter hr	80.00	82.40	84.87	87.42	90.04
	6) Response time: Next business day unless issue is catastrophic or major failure							

Parts and Warranty

- 1) Warranty Period on service, repair rendered
 - a. Parts - 30 days
 - b. Labor- 90 days
- 2) Part list attached. These parts will be used on an as needed basis via SOW requests.
- 3) The County reserves the right to request an updated parts list as needed to satisfy customer demands or to add select parts as needed.

Payment Schedule

- 1) ACI will bill Nassau County monthly for the 3 onsite Technicians (section A7)
- 2) ACI will bill Nassau County separately for all other approved SOW work requests, upon completion, which may include labor and/or parts. (section A7 & A8)

Gas Molds for 25pr. Protector		3.15		0.00	0.00	0.00	381E	Cisco
100pr. Protector Blocks w/ Fuses	119.08	845.48		0.00	0.00	0.00	281000000	Cisco
Gas Molds for 100pr. Protector		3.15		0.00	0.00	0.00	381E	Cisco
APC		TBD		0.00	0.00	0.00		
POWER-VAR		TBD		0.00	0.00	0.00		
DISTRIBUTION								
COPPER per FT								
Termination per 25 pr	19.76			0.00	0.00	0.00		
25pr. Plenum-Cat 3	0.70	1.22		0.00	0.00	0.00	2831	Comstar
50pr. Plenum-Cat 3	1.62	2.38		0.00	0.00	0.00	2832	Comstar
100pr. Plenum-Cat 3	2.82	4.89		0.00	0.00	0.00	2833	Comstar
200pr. Plenum-Cat 3	5.84	9.71		0.00	0.00	0.00		
25pr. Plenum-Cat 5E	0.70	4.96		0.00	0.00	0.00	30035-650	Hisco
25pr. Braid Filled-Cat 5	0.70	3.83		0.00	0.00	0.00		
25pr. Aerial (Self-Support)	2.10	3.33		0.00	0.00	0.00	2012054	General
50pr. Aerial (Self-Support)	2.35	3.33		0.00	0.00	0.00	2012065	General
100PR. Aerial (Self-Support)	2.59	4.92		0.00	0.00	0.00	2012006	General
400 pr. PE-89 CAT-3	4.81	18.71		0.00	0.00	0.00	7525650	General
200 pr. PE-89 CAT-3	2.41	9.14		0.00	0.00	0.00	7525635	General
100 pr. PE-89 CAT-3	1.51	4.74		0.00	0.00	0.00	7525619	General
25 pair PE 89 Cat3 OSP Copper Cable	0.70	1.91		0.00	0.00	0.00	7525786	General
50 pair PE 89 Cat3 OSP Copper Cable	1.06	2.94		0.00	0.00	0.00	7525793	General
COPPER-OTHER								
50pr. ARMM	1.62	2.69		0.00	0.00	0.00		
100pr. ARMM	2.82	5.28		0.00	0.00	0.00		
66-M1-50 Block	7.79	9.01		0.00	0.00	0.00	588M150	Siemens
89D Bracket	3.91	2.08		0.00	0.00	0.00	889D	Siemens
NT 12E Mount	9.88	33.60		0.00	0.00	0.00	A0540E90	Belden
NT 1A Wafer	1.20	11.38		0.00	0.00	0.00	A0559429	Belden
Copper splices-per pr.	0.61			0.00	0.00	0.00		
CAT 5 OSP 4PR PER IL	0.49	0.32		0.00	0.00	0.00	30145-8	Flack
CAT 5 OSP 25PR. PER IL	0.70	3.68		0.00	0.00	0.00		
LEVITON - PATCH PANELS								
Labor to install / cut down cable								
24 PORT PATCH PANELS-CAT-6	79.00	193.72		0.00	0.00	0.00	AK103250	Belden
48 PORT PATCH PANELS-CAT 6	79.00	375.37		0.00	0.00	0.00	AK103258	Belden
CABLE ASSEMBLIES-VARIOUS		TBD		0.00	0.00	0.00		
COPPER 4PR. PATCH CORDS		TBD		0.00	0.00	0.00		
TYTON VERTICAL WIRE MANAGERS (VWMSS4X5BK7)	119.08	179.02		0.00	0.00	0.00		
EQUIPMENT SHELVES-19" x 24"	79.00	103.95		0.00	0.00	0.00		
EQUIPMENT SHELVES		53.15		0.00	0.00	0.00	U2	Midco Adair
EQUIPMENT RACKS 12" X 19"		166.32		0.00	0.00	0.00	EDR19M45U	Holladay
DISTRIBUTION FIBER per FT								
6 Strand Armored Plenum Fiber-MM	2.76	2.50		0.00	0.00	0.00	89C240	Belden OM Fiber
12 Strand Armored Plenum Fiber-MM	2.76	3.66		0.00	0.00	0.00	89C241	Belden OM Fiber

24 Strand Armored Plenum Fiber-MM	2.76	8.30			0.00	0.00	0.00	B9C842	Belden CSM Fiber
48 Strand Armored Plenum Fiber-MM	2.99	16.63			0.00	0.00	0.00	B9C845	Belden CSM Fiber
6 Strand Fiber-Plenum-MM	1.80	0.91			0.00	0.00	0.00	B9C845	Belden CSM Fiber
12 Strand Fiber-Plenum-MM	1.80	1.86			0.00	0.00	0.00	B9C846	Belden CSM Fiber
24 Strand Fiber-Plenum-MM	1.80	3.82			0.00	0.00	0.00	B9C811	Belden CSM Fiber
48 Strand Fiber-Plenum-MM	2.10	9.70			0.00	0.00	0.00	B9C816	Belden CSM Fiber
6 Strand Fiber-Plenum-SM	1.80	0.68			0.00	0.00	0.00	B9W845	Belden
12 Strand Fiber-Plenum-SM	1.80	1.27			0.00	0.00	0.00	B9W846	Belden
18 Strand Fiber-Plenum-SM	1.80	1.65			0.00	0.00	0.00		
24 Strand Fiber-Plenum-SM	1.80	2.70			0.00	0.00	0.00	B9W811	Belden
48 Strand Fiber-Plenum-SM	2.10	6.59			0.00	0.00	0.00	B9W816	Belden
6 St Fiber--Burial Filled-MM	1.80	1.04			0.00	0.00	0.00	B9C817	Belden CSM Fiber
12 St Fiber--Burial Filled-MM	1.80	2.03			0.00	0.00	0.00	B9C827	Belden CSM Fiber
6 Strand Fiber Self Support Aerial-MM	2.35	1.96			0.00	0.00	0.00	W0009ALTRKAG3	Optical Cable Corp - CSM
12 Strand Fiber Self Support Aerial-MM	2.35	2.52			0.00	0.00	0.00	W0012ALTRKAG3	Optical Cable Corp - CSM
24 Strand Fiber Self Support Aerial-MM	2.35	5.32			0.00	0.00	0.00	W0024ALTRKAG3	Optical Cable Corp - CSM
6 Strand Fiber Self Support Aerial-SM	2.35	1.61			0.00	0.00	0.00	W0006ALTRKAG3	Optical Cable Corp - SM
12 Strand Fiber Self Support Aerial-SM	2.35	2.03			0.00	0.00	0.00	W0012ALTRKAG3	Optical Cable Corp - SM
24 Strand Fiber Self Support Aerial-SM	2.35	2.80			0.00	0.00	0.00	W0024ALTRKAG3	Optical Cable Corp - SM
48 strand IS/OSP SM	2.35	4.13			0.00	0.00	0.00	B9W817	Belden - 1640L Minimum
24 strand IS/OSP SM	2.10	1.75			0.00	0.00	0.00	B9W812	Belden - 1640L Minimum
12 strand IS/OSP SM	2.10	1.25			0.00	0.00	0.00	B9W807	Belden - 1640L Minimum
6strand IS/OSP SM	2.10	0.58			0.00	0.00	0.00	B9W803	Belden - 1640L Minimum
48 strand IS/OSP MM	2.10	9.17			0.00	0.00	0.00	B9C818	Belden - 1640L Minimum - CSM
24 strand IS/OSP MM	2.10	4.14			0.00	0.00	0.00	B9C817	Belden - 1640L Minimum - CSM
12 strand IS/OSP MM	2.10	2.22			0.00	0.00	0.00	B9C817	Belden - 1640L Minimum - CSM
6 strand IS/OSP MM	2.10	1.32			0.00	0.00	0.00	B9C817	Belden - 1640L Minimum - CSM
Fiber Fan Out Kits- per 6 strand	79.00	35.00			0.00	0.00	0.00	AK101103	Belden
FIBER PATCH CABLES -various sizes		TBD			0.00	0.00	0.00		
COUPLING PANELS									
SC MM-12 port-loaded	5.98	78.54			0.00	0.00	0.00	FFS10850	Belden - CSM
SC SM-12 port-loaded	5.98	95.64			0.00	0.00	0.00		
ST SM-12 port-loaded	5.98	105.00			0.00	0.00	0.00		
LC SM-12 port-loaded	5.98	117.81			0.00	0.00	0.00		
LC SM-24 port-loaded	5.98	188.00			0.00	0.00	0.00		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2016

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

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

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840		CONTACT NAME: Kim Materano PHONE (A/C, No. Ext.): (732) 632-2790 FAX (A/C, No.): (732) 632-2779 E-MAIL: kmaterano@globalindemins.com ADDRESS:													
INSURED American Communications Industries Inc. 111 Kreischer Street Staten Island NY 10309		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Travelers Indemnity Co. of CT</td><td>NAIC # 25682</td></tr><tr><td>INSURER B: Travelers Property Casualty Co. of</td><td>25674</td></tr><tr><td>INSURER C: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Travelers Indemnity Co. of CT	NAIC # 25682	INSURER B: Travelers Property Casualty Co. of	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Travelers Indemnity Co. of CT	NAIC # 25682														
INSURER B: Travelers Property Casualty Co. of	25674														
INSURER C: Travelers Indemnity Company	25658														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 15/16 **RENEW** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DTG092667704	9/22/2015	9/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		DTG100F68B383	9/22/2015	9/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 CLAIMS-MADE		DTBMCOP92667704IND15	9/22/2015	9/22/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	DTJUHOF709944 NY & NJ INCLUDED	9/22/2015	9/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as Additional Insured with respects to General Liability per written contract requirements for work performed by insured.

CERTIFICATE HOLDER

Nassau County
240 Old County Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Materano/CSR48

Kimberly Materano

© 1988-2014 ACORD CORPORATION. All rights reserved.



American Communications Indus., Inc.
 111 Kreischer Street
 Staten Island, NY 10309
 718-967-2220

TD Bank, National Association
 55-196/312

80936

05/17/2016

PAY TO THE
 ORDER OF

Nassau County NY

\$ **533.00

Five hundred thirty-three and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

Nassau County NY

MEMO

⑈080936⑈ ⑆031201360⑆ 87 1552 6⑈

American Communications Industries, Inc.

80936

05/17/2016

Nassau County NY

Date	Type	Reference	Original Amount	Balance Due	Payment
05/17/2016	Bill		533.00	533.00	533.00
			Check Amount		533.00

Checking

533.00



ACI

AMERICAN COMMUNICATIONS INDUSTRIES, INC.

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

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

May 4, 2016

To whom it may concern;

Please find the requested information listed below:

Officers:

Joseph Misseri	President	50% ownership
Lawrence Presser	Vice President	50% ownership

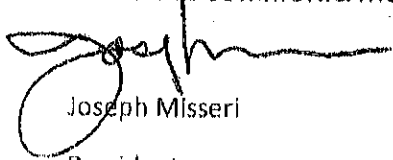
Project Managers:

Craig Heuer	John Reino	Steve Savino
-------------	------------	--------------

If you need additional information, please let us know.

Thank you,

AMERICAN COMMUNICATIONS INDUSTRIES, INC.



Joseph Misseri
President

"Dedicated to Performance"

BIDDER LIST OF PD Assembly VENDORS

Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement. Fill in the shaded boxes only. Also fill in the date and your name below.

- 5 - Excellent
- 4 - Good
- 3 - Average
- 2- Below Average
- 1 - Poor

Date: 1/8/16	
Evaluator Name: Donna Neiland	
<h2>Vendor Scoring</h2>	
<u>Contract Requirements and Proposed Solution (15%)</u>	
15% Score:	
<u>Vendor Profile (30%)</u>	
30% Score:	
<u>Related Experience (40%)</u>	
40% Score:	
<u>Cost of Overall Project (15%)</u>	
15% Score:	
Total Score	

T

Nassau County Office of Information Technology

Edward P. Mangano
County Executive

Ed Eisenstein, Commissioner
Information Technology

REQUEST FOR PROPOSALS

Telecommunications Maintenance and Repair

RFP# IT1009-1521

Issue Date: October 9th, 2015

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

A.	Introduction	1
B.	Anticipated Proposal Schedule	1
C.	Scope of Services	2
D.	Contract Term	2
E.	Mandatory Proposal Response Requirements	2
F.	Proposal Submission Instructions	3
G.	Proposal Evaluation Criteria	4
H.	General Information	5
I.	General Conditions for Proposers	7
J.	Additional Demonstrative Materials	8
K.	Award of Contract	8
	Appendices:	
	Appendix A – Cost Proposal	9
	Appendix B – Program Description and Staffing	12
	Appendix C – Business History Form	14
	Appendix D – Principal Questionnaire Form	20
	Appendix E – Standard Clauses for Nassau County Contracts	24
	Exhibit EE – Equal Opportunities for Minorities and Women	30
	Exhibit L – Living Wage Law Certificate of Compliance	35
	Attachment A – Scope of Services	39

Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide maintenance, repair, replacement and modification of its extensive infrastructure of telecommunications equipment and cable plant.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date	October 9, 2105
RSVP for Site Survey	October 16 2015
Mandatory Site Survey	Week of October 26 th 2015
Vendor question submittal deadline	November 6 th , 2015
Vendor question response deadline	November 17, 2015
Proposal Due Date	December 1 th 2015
Oral Presentation, if necessary	on or about week of December 7 th
Award Date	on or about December 21, 2015

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined in attachment A has been established for the purpose of achieving and implementing goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this proposal.

D. Contract Term

It is the intent to award a contract for a Three (3) year period *with* the option to renew for an additional Two (2) year period, for a possible total term of Five (5) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

All proposals shall remain in effect for a period of 180 days beyond the deadline for submission of proposals. The use of the terms "shall," "must," or "will" in this RFP, indicates a mandatory requirement or condition. The words "should" or "may" in this RFP, indicates desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

The Vendor **must** organize the proposals in the exact order presented in the RFP. Vendors **must** place page numbers on each page. The proposal **must** contain a table of contents that cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. Each paragraph in the proposal **must** correspond to and reference the paragraph number in the corresponding section of the RFP. The Vendor **must** repeat the paragraph number, sub-number, and heading as presented in the RFP. If a response covers more than one page, the Vendor **must** repeat the paragraph number and sub-number at the top of the subsequent page.

All Proposals must follow this outline and contain the following:

1. Cost Proposal Form attached as Appendix A and completion and submission of the "Non-Collusive Proposal Certification" page that follows Appendix A.
2. Narrative response attached as Appendix B, which must contain a complete written description of the vendor's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or

other commercially reliable written evidence of the vendor's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. All submissions must be signed on the designated signature line by an officer or authorized agent of the vendor.
6. A Living Wage Law Certificate of Compliance, attached as Appendix L.
7. Additional information that you believe pertinent to the County's requirements.
8. A statement that the proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

In addition, any vendor that has not already registered with the County *must* do so by going to the Vendor Registration section of the County website at **<https://eproc.nassaucountyny.gov/SupplierRegister>**.

The proposals must be signed by an individual who is authorized to bind the vendor to all commitments made in the proposal. The original and five (5) printed copies of the proposal, together with all attachments and an electronic version (CD), must be submitted to the County in a sealed opaque envelope no later than 3:00 pm EST on Tuesday December 1, 2015. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

Vendors are required to provide contact information in their RFP Response. Each vendor ***must*** include Exhibit 2, Vendor Contact Information in the proposal package. Eligible vendors that have subsequent changes to their contact information ***must*** provide the changes to NCIT within ten (10) business days of the change. **Failure to do so may result in removal from the contract.**

It is each vendor's responsibility to carefully review all the requirements of this RFP,

including the scope of work, the specifications, the Standard Clauses for Nassau County Contracts, and any other terms and conditions. It is further the vendor's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers must submit all proposals and direct all responses, questions, and any other communications to the following authorized contact:

Nassau County Department of Information Technology
240 Old Country Road – Room 608
Mineola, New York 11501
Email: RFPTelecom@nassaucountyny.gov

The County will respond to written vendor questions submitted during the time period allotted above in Section B, Anticipated Proposal Schedule, of the RFP.

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The vendor shall contact the authorized person via e-mail.

G. Contract Proposal Evaluation

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution 15%

Overall responsiveness of the proposal;
Demonstration of a clear understanding of the requirements portion of the RFP;
Clear description of the scope of work needed to satisfy the defined RFP requirements.

Vendor Profile: Organization, Capacity, Staffing, Resumes 30%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in the Scope of Services, resumes of the proposed personnel

(quality / demonstrated skills of proposed personnel);

Related Experience

40%

Prior public sector telecommunication repair and maintenance experience, related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project

15%

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part

of the contract or any of the rights and obligations thereunder without the prior written approval of the County.

11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Exhibit U and Exhibit EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**APPENDIX A
COST PROPOSAL**

Cost Proposal

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

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

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

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

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

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

3) Minimum charge (if any) \$ _____

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

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

6) Response time _____ HRS

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

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

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

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

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

3) Minimum charge (if any) \$ _____

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

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

6) Response time _____ HRS

C) PARTS:

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

Supplier/ Catalogs	Discount

2) Cost plus % - _____%

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

3) WARRANTY PERIOD: On Service, Repair Rendered

PARTS: _____ days

LABOR: _____ days

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

1. Staffing: Bios of firm principals as well as Technical staff expected to be assigned to this project.
2. Name of subcontractors normally utilized and services performed. Also provide at least 2 references for the subcontractor.
3. Detail prior experience in the area of Telecommunication Repair and Maintenance
4. Detail prior experience with public sector clients (similar size and scope).
5. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.
6. Current Audited Financial Statement.
7. Licenses and Certifications applicable to this proposal (ex. State Contractors License)
8. Describe Installation and Maintenance Program detail including:
 - a. Frequency and extent of your preventative maintenance procedures.
 - b. Guaranteed response times.
 - c. Replacement procedure and personnel resources and availability of entire system in case of fire or other disaster.
 - d. Technical qualifications of your service organization, including the number of factory trained, and certified system engineers employed by your company and their experience with the systems at the county.
 - e. Trouble Reporting procedures
 - f. 24 hour service availability
 - g. Escalation procedures

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX C

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.

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

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No _____ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No _____ If Yes, please provide
details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other
business? Yes _____ No _____ If Yes, provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County
or any other government entity terminated? Yes _____ No _____ If Yes, state the name of bonding
agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details

APPENDIX C

regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___ If Yes, provide details for each such conviction. _____

APPENDIX C

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ____ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ____ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ____ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

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

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

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

APPENDIX C

Attachments to Business History Form

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

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

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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. One or more of these references must also include support for at least one hundred and fifty (150) Fujitsu ISDN phone instruments.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this _____ day of _____ 2015

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ____ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ____ YES ____; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ____ YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

- a. Been debarred by any government agency from entering into contracts with that agency? NO ____ YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ____ YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ____ YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ____ YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ____ YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ____ YES ____ If Yes, provide details for each such conviction.

APPENDIX D

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ____ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2015

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX E

4. Minimum Service Standards. Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.
- (d) The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

APPENDIX E

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii)

APPENDIX E

the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty Three Dollar dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have

APPENDIX E

been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

APPENDIX E

Exhibit 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 herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of 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.

APPENDIX E

- (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.
- (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

APPENDIX E

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 therefor 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 a 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

APPENDIX E

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

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

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

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

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

APPENDIX E

- 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 good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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.

APPENDIX E

Contract Appendix L Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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

APPENDIX E

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

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

Dated
Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this :

_____ day of _____, 2015.

Notary Public

APPENDIX E

**EXHIBIT 2
VENDOR CONTACT INFORMATION**

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE

FEDERAL ID NUMBER: _____

VENDOR NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

Local Services Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

Local Alternate Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

APPENDIX E

Monthly Usage/Billing Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

Accounts Payable Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

**UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR
MUST REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT
INFORMATION WITHIN 10 BUSINESS DAYS OF A CHANGE. FAILURE TO
DO SO MAY RESULT IN REMOVAL FROM THE CONTRACT.**

Attachment A

Scope of Services

Nassau County Telecommunications Maintenance and Repair

A1) Overview

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

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

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

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

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

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

With regard to Outside Plant (OSP), in addition to DPW sites like Signal Shop, Cedar Creek and Bay Park Sewerage Treatment Plants, there were also extensive fiber or coaxial cable systems installed at the College and Correctional Center and the County Data Center, where there is mostly 50/125 fiber with various connectors. Over the years, the County has also added substantially to its OSP and now has bi-directional single mode and/or multi-mode fiber

Attachment A

connecting all County facilities in Mineola, the County Seat. This is mostly in conduit owned by the County but may be, in some instances, by use of aerial distribution. (Some copper may also be used in this manner). The County also connects the County Seat via its own OSP fiber to several County sites in Hempstead and Westbury.

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

The County may modify the items to be maintained on a monthly basis with thirty

(30) days written notification to the Successful Bidder.

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

- 1) Approx. 6,000 Centrex lines, consisting of "Intellipath" dial tone, with service from all of the county locations
- 2) Twenty eight operating telephone company central offices in Nassau.
- 3) ISDN service, primarily at the Correctional Center, but also in isolated instances, at other facilities.
- 4) The equipment to be supported consists of various Norstar Key Service Units (KSU) with approx. 5000+ digital sets. The KSUs support a combination of T-7208, T-7316, M7208, M7310 and M7324 phones.
- 5) The County also owns approximately 700 Fujitsu ISDN sets (1B) powered by NT-1/SEI plant and 5,600 single line instruments in a few variations.
- 6) VoIP systems consisting of approx. 40 PRI's with approx. 3000+ DIDs. Systems listed below are maintained separately by the county. The selected vendor will be required to assist with M/A/C as requested by the County.
 - i. Alcatel -- various locations, approx. 2000 phones
 - ii. Avaya -- Medical Examiner and Vets, approx. 120 phones
 - iii. Cisco -- Nassau County Data Center, approx. 60 phones

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

Attachment A

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

Attachment A

A2) Wiring Standard

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

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

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

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

A. Station (device) Terminations/Horizontal Distribution:

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

Level VI E Voice

Level VI E Data

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

B. Vertical (riser) Distribution

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

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

C. General Guidelines

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

Attachment A

As a general rule EIA/TIA569 should be followed, such that each floor shall have its own IDF for the termination of that floor's horizontal distribution unless cable runs exceed 250 feet. Should cable runs exceed 250 feet, multiple IDF's shall be established per floor to accommodate the 250 foot maximum parameter. In some locations, the County may elect instead to run station cable from multiple floors to a single IDF.

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

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

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

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

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

Attachment A

A3) Fiber Optic Guidelines

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

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

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

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

A4) Miscellaneous Guidelines /Information

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

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

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

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

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

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

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

Attachment A

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

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

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

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

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

Attachment A

A5) Required Tasks

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

Tasks to include but not limited to:

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

Attachment A

A6) Maintenance

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

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

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

Attachment A

A7) Staffing

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

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

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

The successful bidder must provide transportation for technical staff.

The above staff must perform all maintenance and routine M/A/Cs .The Successful Bidder may invoice the County for the cost of material for routine M/A/Cs and maintenance.

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

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

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

Attachment A

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

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

Attachment A

A8) Materials

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

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

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

Attachment A

SUPPLEMENTAL TERMS AND CONDITIONS

A9) Special Site Conditions

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

Attachment A

- H. Successful Bidder agrees to furnish to County such information as may be required by County concerning the condition of the work.
- I. If exposed asbestos conditions are encountered or if performing work will penetrate encapsulated areas, stop that portion of the work and notify the County immediately. If cabling can be rerouted, then it is the Successful Bidder's responsibility to do so. If asbestos removal is necessary or if new conduit will alleviate the problem, then it is the County's responsibility.
- J. If cabling is authorized to be done by the County, then the vendor must provide asbestos certified staff and all necessary precautions such as using chambers, suits, masks, etc.

A10) Property Damages

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

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

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

A11) Clean Up

The Successful Bidder shall at all times keep the premises and the buildings free from accumulation of its waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials shall be removed from and about the premises. Tools, spare parts and equipment shall be removed to a designated and secure area. The Contractor shall leave all areas, on which it has worked, in a broom clean condition. If the Successful Bidder fails to clean up at any time, the County of Nassau may do so and the cost thereof shall be charged to the Successful Bidder.

A12) Responsibilities of Successful Bidder

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

Attachment A

A13) Manufacturer's Instructions

Where it is required in the specifications that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Deputy Commissioner of Information Technology, with approval obtained, before work is begun.

A14) Third-Party Relationships

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

A15) Space, Power and Environmental Requirements

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

A16) Space Requirements

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

A17) Power Requirements

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

A18) Environmental Requirements

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

Attachment A

A19) Preventative Maintenance

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

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

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

A20) Equipment Acceptance Criteria

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

A. Initial Acceptance Test

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

1. Pre- installation or relocation and installation or relocation testing.
2. Completion of "Punch List".
3. Initial Acceptance Testing.
4. Ten (10) day test and verification period.
5. Second or Final Acceptance Testing.

Attachment A

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

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

Major Failure means that more than ten percent (10%) of the total cable capacity and/or trunkage and/or extension stations and/or tie lines are inoperable, or failure of more than twenty-five percent (25%) of the features and services, or failure of one console or loss of night service arrangement.

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

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

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

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

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

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

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

B. Second Acceptance Test Period.

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

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

Attachment A

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

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

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

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

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

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

The Successful Bidder shall maintain the County equipment, plant and conduit taking full advantage of any construction facilities available. Should conduit be fully utilized, temporary wiring may be installed with prior written permission from the County, provided that the temporary wiring is secured and not hazardous to staff or the public. The temporary cables or condition must be replaced with permanent wiring or conduit as soon as is feasible.

Attachment A

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

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

A21) Failure to Meet Acceptance Criteria

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

A22) Provision of Documentation

At least thirty (30) days prior to the installation of new equipment or relocation to a different facility, Successful Bidder shall provide to County, at no additional cost to the County, station and operator manuals as may be necessary or desirable to assist County's employees in the use of the equipment.

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

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

A23) Subcontractors

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

A24) Working Hours

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

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

Attachment A

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

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

A25) Warrantees

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

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

'End of Support' (EOS) declaration by the manufacturer, the Successful Bidder must notify the County in writing at least ninety (90) days prior to the manufacturer's EOS/EOL date and also state if 'Time and Material' support for the equipment is a viable option. This will permit the County to purchase alternative equipment from the Successful Bidder.

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

The Successful Bidder represents and warrants that:

- A. It has inspected the premises and has determined that conditions thereon are satisfactory in all respects for the installation of the equipment; and accepts any available blueprint and/or building plans as guidelines only and accepts that these existing plans are not presented as an accurate representation of all existing conditions; and accepts that the County shall not allow any "NO KNOWLEDGE" declarations once a bid has been accepted.
- B. The Successful Bidder's equipment shall consist of new components, wherever possible, of the highest quality available. The Successful Bidder represents and warrants that it shall maintain the equipment and all related equipment in the equipment in working order twenty- four (24) hours per day, seven (7) days per week and shall provide emergency telephone numbers where Emergency Service can be obtained during the

Attachment A

Warranty Period with two-hour response for Catastrophic Failures, three (3) hour response for Major Failures, and twenty-four (24) hour response for Minor Failures with "Failures" defined in Section 11.17 of this Bid Document.

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

A26) Maintenance Non-Performance Penalties

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

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

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

Attachment A

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

Full weekend and County holiday service must be provided.

A27) Payment schedule

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

A28) Audit

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

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

A29) Transition

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

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

Attachment A

- E. Demonstrate the correct operation of all equipment such as ACD, RADs, Voice Mail, Turrets, UPSs, KSUs and operator consoles, to either County staff and /or the entity responsible for County Telephone Maintenance at the end of this contract.
- F. The Successful Bidder agrees to transition and perform the work in a timely fashion and the County agrees not to unreasonably withhold payment or release of any bond.

S30) Spare Parts

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

A31) Bidder's Warranty-

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

Nassau County

Security

Restrictions

Attachment A

A32) NASSAU COUNTY CORRECTIONAL CENTER SECURITY RESTRICTIONS

SECURITY REGULATIONS

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

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

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

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

Attachment A

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

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

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

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

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

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

FASTENINGS

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

Attachment A

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

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

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

SEALING OF JOINTS

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

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

INTERFERENCE WITH BUILDING OPERATIONS

A. The CONTRACTOR shall obey all the standard security regulations of the institution and shall be responsible for the conduct of personnel of all the related trades.

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

Attachment A

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

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

A33) NASSAU COUNTY HEALTH AND HUMAN SERVICES RESTRICTIONS

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

A34) NASSAU COUNTY OFFICE OF COURT ADMINISTRATION RESTRICTIONS

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

Attachment A

A35) NASSAU COUNTY POLICE DEPARTMENT RESTRICTIONS

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

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

Amendment #1

Telecommunications Repair and Maintenance Services

RFP #: IT1009-1521

Revised Schedule for RFP IT1009-1521 is below.

RSVP for Mandatory Site Survey	October 23 2015
Mandatory Site Survey	Week of November 2, 2015
Vendor question submittal deadline	November 13 th , 2015
Vendor question response deadline	November 24, 2015
Proposal Due Date	December 8 th 2015
Oral Presentation, if necessary	on or about week of December 14 th
Award Date	on or about January 8, 2016

Dates indicated above are subject to change at the sole discretion of the County.

Site Survey Instructions for RFP IT1009-1521

Mandatory Site surveys will be conducted the week of November 2, 2015.

Please complete the following information and return it to
RFPTelecom@nassaucountyny.gov by Friday October 23, 3:00 pm.

You will be notified when and where the site surveys will take place.

Vendor Name & Address	
Contact Name	
Contact email	
Contact Phone #	
Approx # of people attending the site survey	

Amendment #1

Telecommunications Repair and Maintenance Services

RFP #: IT1009-1521

Revised Schedule for RFP IT1009-1521 is below.

RSVP for Mandatory Site Survey	October 23 2015
Mandatory Site Survey	Week of November 2, 2015
Vendor question submittal deadline	November 13 th , 2015
Vendor question response deadline	November 24, 2015
Proposal Due Date	December 8 th 2015
Oral Presentation, if necessary	on or about week of December 14 th
Award Date	on or about January 8, 2016

Dates indicated above are subject to change at the sole discretion of the County.

Site Survey Instructions for RFP IT1009-1521

Mandatory Site surveys will be conducted the week of November 2, 2015.

Please complete the following information and return it to
RFPTelecom@nassaucountyny.gov. by Friday October 23, 3:00 pm.

You will be notified when and where the site surveys will take place.

Vendor Name & Address	
Contact Name	
Contact email	
Contact Phone #	
Approx # of people attending the site survey	

Amendment #2

Telecommunications Repair and Maintenance Services

RFP #: IT1009-1521

Revised Schedule for RFP IT1009-1521 is below.

RSVP for Site Survey	Friday, October 30, 2015
Site Survey	Week of November 2, 2015
Vendor question submittal deadline	November 13 th , 2015
Vendor question response deadline	November 24, 2015
Proposal Due Date	December 8 th 2015
Oral Presentation, if necessary	on or about week of December 14 th
Award Date	on or about January 8, 2016

Dates indicated above are subject to change at the sole discretion of the County.

Site Survey Instructions for RFP IT1009-1521

Site surveys will be conducted the week of November 2, 2015.

Please complete the following information and return it to
RFPTelecom@nassaucountyny.gov, by Friday October 30, 10:00 am.

You will be notified when and where the site surveys will take place.

Vendor Name & Address	
Contact Name	
Contact email	
Contact Phone #	
Approx # of people attending the site survey	

Amendment #3

Telecommunications Repair and Maintenance Services

RFP #: IT1009-1521

Answers to questions submitted by the vendors are listed below.

Question	Answer
Pg. 10 Section C) Parts	
We are unable to provide the published manufacturer's list due to the fact that the Nortel and Fujitsu systems are end of life items. We purchase these items from a secondary market. Is there an alternate thing we can provide?	Yes, page 10, section C item # 2 provides a Cost plus % option for parts pricing. Please provide the percentage over cost for these types of parts.
Pg. 29 Appendix E #15 Executory Clause b. Availability of Funds	
Please clarify what this clause means.	Please contact an attorney if a legal interpretation or legal advice regarding this document is needed.
Pg. 56 Attachment A	
Please clarify the following paragraph:	
"The Successful Bidder is required to maintain County plant and equipment and his costs are to include all labor and equipment required to integrate its equipment with any existing County inter- and intra-building cable."	This applies to new equipment installs, section A20. Any new equipment installed by the vendor should include all maintenance, labor and equipment costs and new equipment should integrate with existing county infrastructure.

Pg. 56 Attachment A	
In the following paragraph, it states that bidder shall keep up to date documentation. Will the County provide drawings of the County buildings?	Yes, upon request.
Pg. 61 Attachment A S30) Spare Parts	
Will the County pay to have these spare parts in stock?	Clarification: Most of the spare parts needed for the legacy systems are acquired from within the county. When these legacy systems are replaced, any usable phones or parts are saved and stored for future use. However, upon request by NCIT, the vendor will purchase spare parts which will be stored in our warehouse. The vendor may also suggest purchasing various parts to have on hand in our warehouse. These parts may be purchased by the vendor with prior approval from NCIT . NCIT will pay for these parts as long as they are stored in our warehouse.
Will the County accept certain exceptions to the contract? There are statements within the body of the proposal that we may not agree with. Please let us know if that is something we should note.	Yes, all exceptions should be noted and will be reviewed during the selection process.

Amendment #3

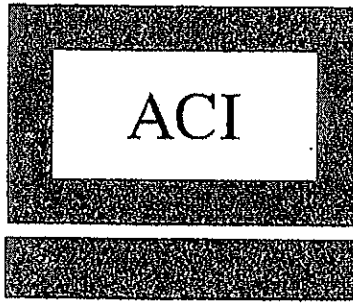
Telecommunications Repair and Maintenance Services

RFP #: IT1009-1521

Answers to questions submitted by the vendors are listed below.

Question	Answer
Pg. 10 Section C) Parts	
We are unable to provide the published manufacturer's list due to the fact that the Nortel and Fujitsu systems are end of life items. We purchase these items from a secondary market. Is there an alternate thing we can provide?	Yes, page 10, section C item # 2 provides a Cost plus % option for parts pricing. Please provide the percentage over cost for these types of parts.
Pg. 29 Appendix E #15 Executory Clause b. Availability of Funds	
Please clarify what this clause means.	Please contact an attorney if a legal interpretation or legal advice regarding this document is needed.
Pg. 56 Attachment A	
Please clarify the following paragraph:	
"The Successful Bidder is required to maintain County plant and equipment and his costs are to include all labor and equipment required to integrate its equipment with any existing County inter- and intra-building cable."	This applies to new equipment installs, section A20. Any new equipment installed by the vendor should include all maintenance, labor and equipment costs and new equipment should integrate with existing county infrastructure.

Pg. 56 Attachment A	
In the following paragraph, it states that bidder shall keep up to date documentation. Will the County provide drawings of the County buildings?	Yes, upon request.
Pg. 61 Attachment A S30) Spare Parts	
Will the County pay to have these spare parts in stock?	Clarification: Most of the spare parts needed for the legacy systems are acquired from within the county. When these legacy systems are replaced, any usable phones or parts are saved and stored for future use. However, upon request by NCIT, the vendor will purchase spare parts which will be stored in our warehouse. The vendor may also suggest purchasing various parts to have on hand in our warehouse. These parts may be purchased by the vendor with prior approval from NCIT . NCIT will pay for these parts as long as they are stored in our warehouse.
Will the County accept certain exceptions to the contract? There are statements within the body of the proposal that we may not agree with. Please let us know if that is something we should note.	Yes, all exceptions should be noted and will be reviewed during the selection process.



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

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

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

December 7, 2015

NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY
240 Old Country Road
Room 608
Mineola, NY 11501

Re: RFP# IT1009-1521

Thank you for the opportunity to bid on the above-referenced RFP.

Enclosed you will find pricing for the Telecommunications Maintenance and Repair enclosed.

If there are any concerns regarding this proposal, please contact me @ 718-967-2220.

We look forward to working with you.

Sincerely,
AMERICAN COMMUNICATIONS INDUSTRIES, INC.

Joseph Misseri
President

JM/as
Encl.

**APPENDIX A
COST PROPOSAL**

Cost Proposal

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

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

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

- 1) Regular hourly rate at \$ 79.00 /hr. or Daily Rate at \$ 632.00
- 2) Each additional quarter hour at \$ 29.63 /¼ hr.

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

- 3) Minimum charge (if any) \$ 474.00 on Saturday / 632.00 on Sunday
- 4) Overtime hourly rate at \$ 118.50 /hr. 158.00 p/hr on Sunday
- 5) Each additional quarter hour at \$ 29.63 / ¼ hr.
Next business day unless issue
- 6) Response time is catastrophic or major failure HRS

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

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

- 1) Regular hourly rate at \$ 79.00 /hr. or Daily Rate at \$ 632.00
- 2) Each additional quarter hour at \$ 29.63 /¼ hr

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

- 3) Minimum charge (if any) \$ 474.00 on Saturday / 632.00 on Sunday
- 4) Overtime hourly rate at \$ 118.50 /hr.
- 5) Each additional quarter hour at \$ 29.63 / ¼ hr.
Next business day unless issue
- 6) Response time is catastrophic or major failure HRS

[illegible]

	LC-MM-12 port-loaded	5.98	108.58					0.00	0.00	0.00	0.00				
	LC MM-24 port-loaded	5.98	168.00					0.00	0.00	0.00	0.00				
	LC-L OMM 12 port-loaded	5.98	89.60					0.00	0.00	0.00	0.00				
	LC-L OMM 24 port-loaded	5.98	180.60					0.00	0.00	0.00	0.00				
	Identify / Light Test Fiber per strand	39.50						0.00	0.00	0.00	0.00				

CAT 6 - DUAL RUN	197.50	136.29				0.00	0.00	0.00	0.00			
CAT 6 - TRIPLE RUN	237.00	207.90				0.00	0.00	0.00	0.00			
CAT 6 - QUAD RUN	276.50	271.42				0.00	0.00	0.00	0.00			
CAT 6 MODULES	0.00	8.32				0.00	0.00	0.00	0.00			
Station Cable - Various	TBD					0.00	0.00	0.00	0.00			
Certify Cat6 cable p/cable	15.00					0.00	0.00	0.00	0.00			
RG CABLE												
RG-6 PLENUM CO-AX pft	0.70	0.61				0.00	0.00	0.00	0.00		256300	West Penn
RG-6 COAX Compression 50 per pack	9.88	45.20				0.00	0.00	0.00	0.00		92-450	Israd
LABOR												
Overtime	118.50					0.00	0.00	0.00	0.00			
Certified Voice Technician	79.00					0.00	0.00	0.00	0.00			
Overtime differential	39.50					0.00	0.00	0.00	0.00			
Night Differential	15.80					0.00	0.00	0.00	0.00			
Certified Data Technician	250.00	TBD				0.00	0.00	0.00	0.00			
Asbestos Technician	250.00					0.00	0.00	0.00	0.00			
Asbestos Supervisor	300.00					0.00	0.00	0.00	0.00			
MISC. TASKS												
Tag/Desk - Phone	39.50					0.00	0.00	0.00	0.00			
Inside move Digital set /Program/ X-conn	79.00					0.00	0.00	0.00	0.00			
Inside move SL set/ X conn	59.25					0.00	0.00	0.00	0.00			
Stations > 150' (labor per 50')	39.50	36.10				0.00	0.00	0.00	0.00			
Power Pole-reuse	79.00					0.00	0.00	0.00	0.00			
IDF consolidate (15' per ft.)	TBD					0.00	0.00	0.00	0.00			
Additional labor cost for each dual 4 pair station cable at "E"	39.50					0.00	0.00	0.00	0.00			
Additional labor cost for each dual 4 pair station cable at "S"	39.50					0.00	0.00	0.00	0.00			
MISC. MATERIAL												
Power Pole	119.08	263.34				0.00	0.00	0.00	0.00		HUBPROX	Hubbell
Floor Mt. (Cast + Penetrate) Box	300.00	69.30				0.00	0.00	0.00	0.00		SE830AD/4	Suthe
Wall Jack	39.50	11.55				0.00	0.00	0.00	0.00		25CX25	Generic
250r. X 25' CX Tails	79.00	53.13				0.00	0.00	0.00	0.00			
4x4 Firecode Ply B.boards	119.08	120.00				0.00	0.00	0.00	0.00			
4x8 Firecode Ply B.boards	119.08	220.00				0.00	0.00	0.00	0.00		PRO-170-14	Generic
15' Mounting Cords	7.00	4.62				0.00	0.00	0.00	0.00		PRO-170-25	Generic
25' Mounting Cords	7.00	5.78				0.00	0.00	0.00	0.00			
Misc Hardware						0.00	0.00	0.00	0.00			
Conduit Supports	TBD					0.00	0.00	0.00	0.00			
Horizontal Sleeves 2" sheet rock	53.87	69.30				0.00	0.00	0.00	0.00			
Horizontal Sleeves 2" concrete	158.00	69.30				0.00	0.00	0.00	0.00			
Horizontal Sleeves 4" sheet rock	79.00	83.16				0.00	0.00	0.00	0.00			
Horizontal Sleeves 4" concrete	237.02	83.16				0.00	0.00	0.00	0.00			
Firestop 1" penetration	39.50	36.75				0.00	0.00	0.00	0.00			
Firestop 2" penetration	39.50	47.25				0.00	0.00	0.00	0.00			
Firestop 3" penetration	79.00	63.00				0.00	0.00	0.00	0.00			
Firestop 4" penetration	79.00	78.75				0.00	0.00	0.00	0.00			
NT-46DI Hardware	39.50	72.89				0.00	0.00	0.00	0.00			
1,000ft Reel White/Blue Cat6 Plenum	0.00	364.98				0.00	0.00	0.00	0.00		7023708	General

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____

PRINT NAME: _____

(Signature)

DATE: _____

12/7/2015

Please find the following under APPENDIX B tab:

Resumes of firm principals as well as Technical staff expected to be assigned to this project

Detail prior experience in the area of Telecommunication Repair and Maintenance

A company letter with our EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal

Current Financial Statement

Licenses and Certifications

A description of the maintenance program including procedures and resources

Joseph Misseri

Objective To provide all telecom, data and security applications for the private as well as public sector of the Greater New York Tri-State area.

Experience 1990 – Present American Communications Ind., Inc. Staten Island, NY

Co-founder and President

- Providing telecom, data and security applications for the private sector as well as city, state and government facilities in the Greater New York Tri-State area

1981 – 1990 Rolm / IBM New York, NY

Installation Manager / Director of Operations

- Installation Manager for all switch and data products
- Installation Manager for the implementation of service guidelines for large installations in NYC
- Supported marketing managers, software design, installation supervisors, etc.

1977-1980 Teleresources New York, NY

Installer

- Installation and maintenance of telecommunications wiring and switches

1976-1977 Con Edison New York, NY

Installer

- Condition high voltage power lines for splice applications
- Installed high voltage transfer stations

Education 1975-1977 New York University New York, NY

- Electrical Engineering

Interests

References References are available on request.

Lawrence Presser

Objective To provide all telecom, data and security applications for the private as well as public sector of the Greater New York Tri-State area.

Experience 1990 – Present American Communications Ind., Inc. Staten Island, NY

Vice President

- Providing telecom, data and security applications for the private sector as well as city, state and government facilities in the Greater New York Tri-State area

1981 – 1989 American Communications Installations, Ltd. Thorofare, NJ

Vice President

- Providing cable installation for major cable companies in the Greater Philadelphia Tri-State area.

1966 – 1980 New York City Board of Education New York, NY

Physical Education Teacher

▪

Education 1963-1966 Brooklyn College Brooklyn, NY

- Education

Interests

References References are available on request.

JOHN LISI

952 south Fifth Street

Lindenhurst, NY 11757

Home (631)957-4523

Cell (917)642-8153

jl41@optonline.net

Objective

To manage, maintain, and service customers to the best of my ability

Summary

Managed and maintained voice and data communications for Nassau County government for past 18 years

Education

A.A., electronics - (1981)

Farmingdale college, Farmingdale, New York

Specialized Training

- 8x24, 0x32, voicemail, prelude, northern telecom, New York, NY (1998 - 1998).
Specialized training and certification of northern telecom equipment

Futisu , Nassau county corrections facility (1994 - 1994). Seminar training on Futisu equipment that I installed in correctional facility

Summary of Skills

Additional equipment knowledge

1a2, tie, NEC, seimans, mitel, oki, fiberoptic splicing and connectors

Experience

Communications Tec. - (1977 - 1979)

Satellite communications, Freeport ,new York

Installing and maintaining communications equipment

Communications Tec - (1979 - 1981)

Long island sound systems, Copiague ,new York

Repair and moves and changes of telephone systems

Communications Tec. - (1982 - 1992)

Telephone technology inc., new York, new York

install and maintain communications equipment

Communications Tec. - (1992 - Present)

wiltel/nextiraone/aci communications, New York,ny

Install, manage, maintain, engineer communications equipment for Nassau county government

Andrew P. Beadle

135 Post Ave, Westbury, NY 11590

Phone: (516) 322-2171

Andrew.Beadle@gmail.com

Objective: To obtain a position with a respectable company that will utilize and challenge my Telecommunications expertise.

Technical Knowledge

Install service and train on Nortel Networks Norstar, Option 11, BCM and Executone switches. Install MCK equipment. Installation and trouble shoot PRI/BRI circuits. Experienced knowledge of MCK prime.

Education

- ❖ Rochville University 2006.....B.S Telecommunications
- ❖ Belford High School 1993.....H.S. Diploma (Suma Cum Laude)
- ❖ Boces Nassau Technical School 1993-1995.....Auto mechanic Certificate

Experience

2003-Present Senior Technician (Install/Maintenance)- ACI, Inc, Mineola, NY

- Support the Nassau County Police Department's telecommunications needs
- Install, Service and Maintain Nortel Networks Equipment
- Performed End-user and system administration training (system and voicemail)
- Provided on call availability

2006-2007 Technical Consultant - Nation Wide Communications, Orlando, FL

- Performed lead technician duties for large cable jobs
- Provided tech support
- Provided on call availability

2002-2004 Technical Consultant- Black & Gold Communications, Floral Park, NY

- Performed lead technician duties for large cable jobs
- Provided tech support
- Provided on call availability

1998-2003 Technician III - Williams Communications/NextiraOne, New York, NY

- Performed acting supervisor duties
- Performed lead Technician duties on large installation projects
- Supported and assist with various tech levels to insure deadlines were met
- Performed cable termination and verification
- Supported sales department
- Provided on call availability

Computer Skills

- Windows, Panther Server, Cisco IOS, Linux
- Macromedia Flash, Adobe Photoshop, Adobe Illustrator, Dreamweaver, Microsoft Office Suite, Frees Wan, Apache, Symantec Ghost, Samba

- OPNET, Routing protocols, TCP/IP, SNMP, Novell, Apache web server, Linux server tools, L2TP/IPSEC
- Cisco routers and switches, IP Addressing, CAT5 Structured Cabling, Server Installation/maintenance, Tape backup, Dell 1655 Blade server

Certifications

Nortel Networks:

- Option 21 – 81c Familiarization
- Database for Technicians – Option
- MICS/CICS Installation & Maintenance
- Norstar Application Module- Installation & Maintenance
- BCM Installation & Maintenance
- Callpilot for BCM

Other Systems:

- Executone- Installation and Maintenance
- Cintrex- Automated Call Distribution (ACD system)
- Lucent Certified Partner
- ACD for BCM
- MCK Equipment
- Virtual Networks –Instant Office (VoIP System)
- Octel Voicemail System

GREGORY VEGA

61-22 255 Street
Little Neck, NY 11362
Cell 718-216-3915

PROFESSIONAL EXPERIENCE:

American Communications Industries

1993 - Present

Telephone Technician

- Administers installation and cabling for voice, data projects and cable support.
- Repairs and troubleshoots cabling problems
- Maintains cabling infrastructure and communication areas
- Maintains the daily operation of switch boards for various sites and facilities
- Manages and oversees both large and small telephone move projects by scheduling, installing, and testing quality of lines before complete termination of cables to jacks and patch panels
- Set-ups voicemail system, video conferencing and cables for wireless internet
- Programs change on the Siemens High Path 9005 switch software telephone system
- Responds to incoming calls regarding problems with data network connections and telephone service issues by completing work orders as directed regarding data and telephone connections in a timely manner.
- Works with assisting outside vendors to resolve any issues and coordinate cable installation.
- Performs special projects and other duties as assigned.

ISLAND CONTAINER

1980 - 1993

MACHINE HEADSETTER

EDUCATION:

GRADY HIGH SCHOOL

BROOKLYN, NY

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Knowledge of data transmission, telephone technologies, some industry codes, and special terminology

Ability to learn procedures for testing new equipment, and to interpret test data

Ability to conduct maintenance inspections

Ability to operate data analyzers, cable scanners, PCs, punch down tools, line toners/receivers

Ability to exert above average visual effort, but to take the initiative and have the job done in a timely manner

Team player and communicates well with others

References furnished upon request

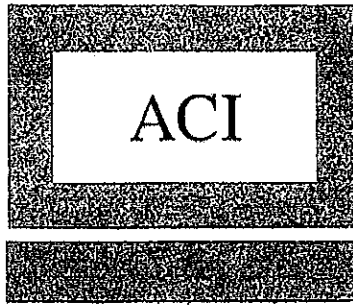
APPENDIX B
Program Description and Staffing
Page 12 of RFP

3)

American Communications Industries, Inc. has maintained Nassau County over the last 12 years directly for Nassau County. Prior to 2003, American Communications Industries, Inc. maintained Nassau County for Wiltel.

4)

Please reference #3 above.



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

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

20 E. Redman Street
Haddonfield, NJ 08033
(856) 354-0974

APPENDIX B
Program Description and Staffing
Page 12 of RFP

5)

December 1, 2015

NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY
240 Old Country Road
Room 608
Mineola, NY 11501

Re: RFP# IT1009-1521

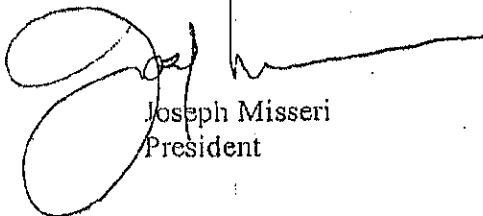
As requested in the RFP listed above, please find the requested information listed below:

Federal id # 22-3426378

If there are any concerns regarding this proposal, please contact me @ 718-967-2220.

Thank you for the opportunity to continue working with you.

Sincerely,
AMERICAN COMMUNICATIONS INDUSTRIES, INC.



Joseph Misseri
President

Tarantino & Associates

Accountants & Consultants

Mailing Address

P.O. Box 80494
Staten Island, NY 10308

Office Address

3912 Amb0y Road
Staten Island, NY 10308

Phone: 718-289-4142 * Fax: 718-504-4746

August 24, 2015

Board of Directors
American Communication Group
Staten Island, NY 10309

We have analyzed the accompanying Balance Sheet and the related Income Statement for the period ended December 31, 2014.

A analysis is limited to presenting in the form of financial statement information that is the representation of the Management of American Communication Group. The statement has not been audited. There are no material misstatements or departures from Generally Accepted Accounting Principals.

Tarantino & Associates

American Communication Group
Balance Sheet
December 31, 2014

Assets

Current Assets

Cash	14,682.00	
Accounts Receivable	1,029,370.00	
Loan Receivable Installers	150,000.00	
Total Current Assets		1,194,052.00

Net Fixed Assets		25,902.00
------------------	--	-----------

Other Assets

Misc Receivable	7,480.00	
Deposits	16,822.00	
Total Assets		<u>1,244,256.00</u>

Liabilities & Equity

Current Liabilities

Accounts Payable	307,466.00	
Accrued Expenses	4,275.00	
Payroll Taxes Payable	6,201.00	
Taxes Payable	11,990.00	
Notes Payable	<u>9,303.00</u>	
Total Current Liabilities		339,235.00

Long Term Liabilities

Officer Loans	<u>674,045.00</u>	
		674,045.00

Equity

Capital	5,500.00	
Retained Earnings	<u>225,476.00</u>	
Total Equity		230,976.00

Total Liabilities & Equity		<u>1,244,256.00</u>
----------------------------	--	---------------------

See Accountants Report

**American Communication Group
Income Statement
As of December 31, 2014**

Net Sales	5,697,520.00
Less Cost of Goods Sold	<u>3,818,325.00</u>
Gross Profit	1,879,195.00
General & Administrative Expenses	<u>1,839,943.00</u>
Net Income Before Taxes	39,252.00
Income Tax	<u>11,776.00</u>
Net Income After Taxes	<u>27,476.00</u>

See Accountants Report

**American Communication Group
Cost of Goods Sold
As of December 31,2014**

Cost of Goods Sold

Direct Labor	1,843,490.00
Labor Related Costs	6,399.00
Job Costs	523,024.00
Union Expenses	5,175.00
Subcontractors	678,424.00
Materials	750,912.00
Tools	10,901.00
Totals	<u>3,818,325.00</u>

**American Communications Group
General Administrative Expenses
AS of December 31, 2014**

General & Administrative Expenses

Officer Salaries	126,000.00
Salaries & Wages	287,910.00
Donations	1,345.00
Bank Charges	22,551.00
Auto Expenses	31,488.00
Lease Expenses	27,207.00
Equipment Rental	2,184.00
Insurance	624,750.00
Office Expense	29,518.00
Office Supplies	19,679.00
Legal & Professional	12,750.00
Rent Expense	117,906.00
Telephone & Utilities	117,995.00
Depreciation Expense	38,333.00
Interest Expense	28,310.00
Pension Plan	11,887.00
Taxes & Licenses	19,329.00
Payroll Taxes	215,336.00
Permits	63,524.00
Travel & Entertainment	41,941.00
Total	<u>1,839,943.00</u>

Notes to Financial Statements
December 31, 2014

Accounting Policies

American Communications Group uses the accrual method of accounting. This is in compliance with IRS approved method based upon the sales volume of the company.

Accounts Receivable

The accounts receivable have been reviewed for possible bad debt issues. The current accounts receivable do not contain any item that would be deemed uncollectible no provision has been made at this time.

Fixed Assets

Fixed assets are recorded at cost. The fixed assets include capitalized tool costs, equipment utilized on jobs, office equipment and furniture and vehicles. The assets are reported net of the accumulated depreciation to date.

Notes Payable

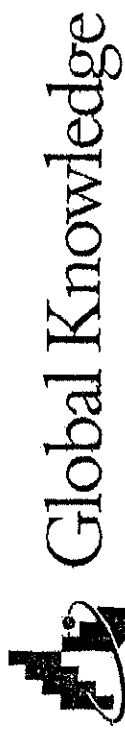
The company has outstanding notes payable for vehicles purchased for use in the business. The notes have maturities of early 2015. The notes have interest rates of approximately 6%

Income Tax

Income taxes have been provided for based upon the current net income adjusted for non-deductible expenses.

Business Termination

The business of American Communications Industries is voice and data installations and Cable installations. Cable Installations was done by an affiliated company known as Adderley Installations Inc. Adderley Installations was closed in October of 2014. The contract with Cable Vision was not renewed.



Global Knowledge Nortel Enterprise Solutions Training

ANDREW P. BEADLE

has completed:

**MERIDIAN 1 OPTIONS 11-81C RELEASE 25 FAMILIARIZATION
CBT**

September 6, 2001

A handwritten signature in cursive script, reading "Bryan C. Pickett".

Vice President, Global Knowledge Nortel Networks Training



Certificate of Completion

Nortel Networks Educational Services

ANDREW P. BEADLE

has successfully completed assessment testing in:

X11 RELEASE 25 DATABASE FOR TECHNICIANS

And is hereby granted this certificate of completion on:

June 29, 2001

Richard C. Malen

Instructor

Tom Mahan

Vice President, Nortel Networks Global Learning Strategies

NORTEL
NETWORKS



online
Routing
Slip

Approved
by OMB
+ County
Attorney

Information Technology
Contract Routing

Contract Routing Slip

Home

Contract Details

Contract ID#: COIT16000001

Department: Information Technology

Capital Project: X

NIFS ID#: COIT16000001

NIFS Entry Date: 06/02/2016

SERVICE: Telecom and Repair Services

CRP: X

Select Term Dates

From

To

Term (if dates are not available): Execution to 4 years

Check Appropriate Boxes

Slip Type: New

Time Extension X

Addl. Funds X

Blanket Resolution X

RES#

Select Yes/No For The Following

Questions

1) Mandate Program:

Yes No

2) Comptroller Approval Form Attached:

Yes No

3) CSEA Agmt. 32 Compliance Attached:

Yes No

Slip Attachments

Add Attachment

Document Type	Download	Uploaded
RFP Response	Download	02-JUN-16
Scoring Sheet	Download	02-JUN-16
Principal Questionnaire	Download	02-JUN-16

<< Back

Update Routing Slip

View and Approval Form

4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No
5) Insurance Required:	Yes	No

<u>Form</u>	<u>Download</u>	02-JUN-16
<u>Owner and Management Information</u>	<u>Download</u>	23-JUN-16
<u>Exhibit A form</u>	<u>Download</u>	02-JUN-16
<u>Principal Questionnaire Form</u>	<u>Download</u>	02-JUN-16
<u>Contract</u>	<u>Download</u>	02-JUN-16
<u>RFP Response</u>	<u>Download</u>	02-JUN-16
<u>RFP Response</u>	<u>Download</u>	02-JUN-16
<u>Routing Slip</u>	<u>Download</u>	02-JUN-16
<u>Comptroller Approval</u>	<u>Download</u>	02-JUN-16
<u>Insurance</u>	<u>Download</u>	02-JUN-16
<u>Check Copy</u>	<u>Download</u>	02-JUN-16
<u>Business History Form</u>	<u>Download</u>	02-JUN-16
<u>Exhibit B form</u>	<u>Download</u>	02-JUN-16

1 - 15 Next

Add Notes

Print

Actions

Notes

Revised Exhibit A form and Vendor Disclosure forms are attached.

Just sent you three emails with attachments for RFP response in order from #1 to #10 and cover.

Received response that Vendor Disclosure was attached. Yes, it is attached but is still incorrect.

Please have vendor correct, remove the incorrect submission and upload correct submission.

Received response that Schedule A is attached. Yes, it is attached but it is still incorrect. Please have

vendor revise, delete incorrect attachment and upload correct one.

There are 32 documents here. Most of them say "RFP Response" What order are these supposed to go in?

Vendor Disclosure form attached Exhibit A form Attached.

#5 on vendor disclosure cannot be N/A

Schedule A form cannot say N/A

Date

From

User

Dept.

Action

Date

06/23/2016 09:57

VMANUCHA

RDALLEVA

Budget

APPROVED

06/17/2016 14:47

06/21/2016 10:08

VMANUCHA

PGALLAGHER County Attorney

APPROVED

06/14/2016 10:10

06/21/2016 09:26

MREYNOLDS

NSTANTON Information Technology

APPROVED

06/02/2016 14:17

1 - 3

1 - 8

Agency Information

Vendor Information

Name:

Vendor ID#:

American communications Industries

223426378-01

Address:

County Department

Department Contact:

Ed Eisenstein ***Please return final copy

Address:



Nassau County Technology Contract Funding

[Home](#)

NIFA - Contract Approval Request Form

[<< Back to Routing Slip](#)
[Save Contract](#)

1. Vendor: American Communications Industries

NIFA Number:

2. Dollar Amount \$4,000,000.00

requiring NIFA approval:

Amount to be \$100,000.00

encumbered:

This is a:

New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs review if it increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Term:

Execution to 4 years.

Has work or services on this commenced?

Yes ☒ No ☐

If yes, please explain:

4. Funding Source:

General Fund (GEN) ☒

Grant Fund (GRT) ☐

Capital Improvement Fund (CAP) ☒

Other ☐

Is the cash available for

the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☒ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID: 10000228

Related Contracts

Contract ID	Date	Amount	Notes
BPNC10000228	-	-	On going Blanket Purchase order since 2004.

1 - 1

5. Provide a brief description (4-5 sentences) of the item for which this approval is requested:

Due to the nature of changing Technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, replacement

6. Has the item requested herein followed all proper procedures and thereby approved by the:

County Attorney as to form:

☐ N/A

☐ Yes ☐ No

County Committee and/or Legislature:

☐ N/A

☐ Yes ☐ No

Date of approval(s) and citation to the resolution where the approval for this item was provided:

Authorizations**Budget**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Authorized By:**Date:**

RDALLEVA

06/17/2016

**Comptroller's Office**

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan

I certify that the funds are available to be encumbered pending NIFA approval of this contract:

Yes No

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Yes No

Budget is available and funds have been encumbered but the project requires NIFA bonding and authorization.

Yes No

Authorized By:**Date:****NIFA****Amount being approved by NIFA:**

Authorized By: Date

NOTE: All contract submissions **MUST** include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the items requested herein.

NIFA Contract Approved Form **MUST** be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Set Screen Reader Mode On

release 1.0



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: American Communications Industries

2. Dollar amount requiring NIFA approval: \$ 4,000,000.00

Amount to be encumbered: \$ 100,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: Execution to 4 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal % _____
☐ Capital Improvement Fund (CAP) State % _____
☐ Other County % _____

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☒ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Due to the nature of changing Technology, the current telecommunications status is expected to change on the regular basis. As such, the maintenance and repair needs of the county will also change. The contract will accommodate these changes to provide Maintenance, repair, replacement and modification of Nassu County's extensive infrastructure of telecommunications equipment and cable plant.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A


Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

BPNC 10000228 - ongoing Blanket purchase order since 2004.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

 8/9/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of Completion

Nortel Networks Educational Services

ANDREW P. BEADLE

has successfully completed assessment testing in:

**BUSINESS COMMUNICATIONS MANAGER 2.5 CORE CALLPILOT
MESSAGING**

And is hereby granted this certificate of completion on:

October 10, 2001

David R. Gagne

Instructor

Paul Mahan

Vice President, Nortel Networks Global Learning Strategies

NORTEL
NETWORKS™

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

**BUSINESS COMMUNICATIONS MANAGER COMPUTER
TELEPHONY INTEGRATION SELF-PACED TRAINING**

And is hereby granted this certificate on

November 27, 2000

Karen Mason

Instructor

David Nelson

Director

Bryan P. Pickett

Vice President, Nortel Networks Educational Services

**NORTEL
NETWORKS™**

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.

Certificate of Completion

N o r t e l N e t w o r k s E d u c a t i o n a l S e r v i c e s

ANDREW P. BEADLE

has successfully completed assessment testing in:

**BUSINESS COMMUNICATIONS MANAGER 2.5 ADVANCED
CALLPILOT MESSAGING**

And is hereby granted this certificate of completion on:

October 12, 2001

David R. Roper

Instructor

Paul M. Mahan

Vice President, Norrel Networks Global Learning Strategies

**NORTEL
NETWORKS**

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

**BUSINESS COMMUNICATIONS MANAGER PROGRAMMING
ADVANCED VOICE**

And is hereby granted this certificate on

October 11, 2000

Leslie Mason

Instructor

David A. Stow

Director

Byron L. Fiddell

Vice President, Nortel Networks Educational Services

**NORTEL
NETWORKS**

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.

Certificate of Attendance

Nortel Networks Educational Services

ANDREW P. BEADLE

has attended:

**BUSINESS COMMUNICATIONS MANAGER PROGRAMMING ADVANCED
VOICE RELEASE 2.0**

And is hereby granted this certificate of attendance on

October 05, 2000

Instructor



Vice President, Nortel Networks Enterprise Sales Support

**NORTEL
NETWORKS**

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

ENTERPRISE EDGE PROGRAMMING CORE VOICE

And is hereby granted this certificate on
August 09, 2000

Karen Mason
Instructor

David Mason
Director

Byron C. Pickett
Vice President, Nortel Networks Educational Services

NORTEL
NETWORKS™

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

**ENTERPRISE EDGE SYSTEM OVERVIEW & PROGRAMMING WITH
UNIFIED MANAGER SELF-PACED TRAINING COURSE 2.0**

And is hereby granted this certificate on

August 09, 2000

Karen Mason
Instructor

David Patton
Director

Byron R. Pickett
Vice President, Nortel Networks Educational Services

NORTEL
NETWORKS™

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

**ENTERPRISE EDGE HARDWARE OVERVIEW AND INSTALLATION
2.0 SELF-PACED TRAINING COURSE**

And is hereby granted this certificate on

August 07, 2000

James J. Mason
Instructor

David A. Patton
Director

Byron L. Pickett
Vice President, Nortel Networks Educational Services

**NORTEL
NETWORKS**

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.

CERTIFICATE of COMPLETION

This Certifies that
ANDREW BEADLE
successfully completed a course in

**LAN/WAN INTEGRATION
(SMARTHANDS)**

July 13, 2000

Wayne D. ...

Date

Instructor

Richard H. ...

Executive Director, WCS Learning Institute

Williams

Communications

Solutions

Certificate of Attendance

Nortel Networks Educational Services

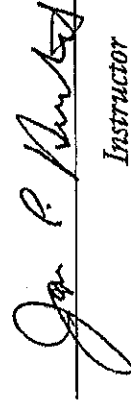
ANDREW P. BEADLE

has attended:

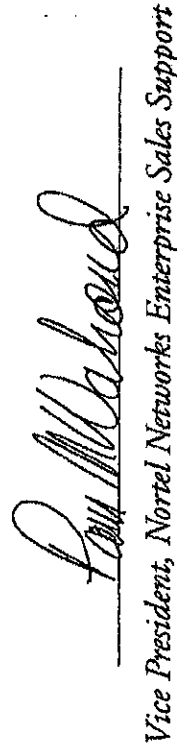
ENTERPRISE EDGE PROGRAMMING ADVANCED VOICE RELEASE 2.0

And is hereby granted this certificate of attendance on

June 23, 2000



Instructor



Vice President, Nortel Networks Enterprise Sales Support

NORTEL
NETWORKS™

Certificate of Completion

Nortel Networks Educational Services

This is to certify that

ANDREW P. BEADLE

has successfully completed certification in:

**NORSTAR-PLUS MODULAR REL 4.0 ICS AND VOICE MAIL 4.0
INSTALLATION, MAINTENANCE & DATABASE**

And is hereby granted this certificate on

June 21, 2000

Karen Mason
Instructor

David Patton
Director

Byron R. Pickett
Vice President, Nortel Networks Educational Services

**NORTEL
NETWORKS™**

This certification is contingent upon employment with a sponsoring business partner or qualified end-user.



How the world shares ideas.

This certifies that

ANDREW P. BEADLE

has successfully completed certification in

NORSTAR MICS 4.0/CICS 4.0 INSTALLATION, MAINTENANCE, AND DATABASE(ADVANCED)

and is hereby granted this certificate on

August 20, 1999

This certification is contingent upon employment with a sponsoring Distributor or COAM.

Dan Foguelbaum
Certifying Instructor / IP Manager

David H. Heston
Director, Technical Training

Bryan C. Pickett
Vice President, Enterprise Solutions Training

E n t e r p r i s e S o l u t i o n s T r a i n i n g

Certificate of Attendance

Nortel Networks Educational Services

ANDREW P. BEADLE

has attended:

**BUSINESS COMMUNICATIONS MANAGER 2.5 ADVANCED
CALLPILOT MESSAGING**

And is hereby granted this certificate of attendance on:

October 12, 2001

Daniel R. Boyer
Instructor

Paul McLaughlin
Vice President, Nortel Networks Global Learning Strategies

NORTEL
NETWORKS™



How the world shares ideas.

ANDREW P. BEADLE

has attended

NORSTAR MICS 4.0/CICS 4.0 INSTALLATION, MAINTENANCE, AND DATABASE(ADVANCED)

on

August 18 through August 20, 1999

Dennis R. Boyer

Nortel Networks Instructor

Bryan L. Pickett

Vice President, Enterprise Solutions Training



How the world shares ideas.

ANDREW P. BEADLE

has attended

NORSTAR MICS 4.0/CICS 4.0 INSTALLATION, MAINTENANCE, AND DATABASE(CORE)

on

August 16 through August 17, 1999

David R. Pope

Nortel Networks Instructor

Bryan C. Pickett

Vice President, Enterprise Solutions Training

E n t e r p r i s e S o l u t i o n s T r a i n i n g

This certifies that

ANDREW P. BEADLE

has successfully completed certification in

NORSTAR MICS 4.0/CICS 4.0 INSTALLATION, MAINTENANCE, AND DATABASE(CORE)

and is hereby granted this certificate on

August 17, 1999

This certification is contingent upon employment with a sponsoring Distributor or COAM.

Barbara Beadle
Certifying Instructor
NO Manager

David H. Heston
Director, Technical Training

Byron C. Pickett
Vice President, Enterprise Solutions Training

Certificate of Completion

This Certifies that

ANDREW P. BEADIE

successfully completed a course in

INSTANT OFFICE INSTALLATION, DESIGN & MANAGEMENT

Authorization Number N4020102001

and is awarded this certificate by

NextiraOne

February 1, 2002

C. L. C. J.



This certificate of achievement verifies that


Andrew Beadle


has successfully completed

Certification Training

in November 2001

*and is now certified in the installation, troubleshooting,
and configuration of MCK products.*


Marcel A. Dubois
Technical Training Specialist


Richard Norton
VP, Customer Service



Andrew Beadle
NextiraOne
144-30 Farmers Blvd
Jamaica, NY 11434

December 27, 2001

Dear Andrew,

Congratulations! You are now certified to install, troubleshoot, and configure MCK's products. Certification entitles you to access our North American Customer Service Organizations from 8am - 5pm EST, Monday through Friday. You will also have access to WEB technical resources designed for our service certified channels.

As the leader in Distributed Voice Solutions, MCK prides itself on offering our partners and resellers in-depth information on our products and solutions. We trust this training will help you better assist your customers, and we thank you for participating in MCK's Product Certification Training.

If I can be of any further assistance regarding training programs, please don't hesitate to contact me at (617) 454-6143 or via email at mdubois@mck.com

Best Regards,



Marcel Dubois
Technical Training Specialist

CHILTON

INVESTMENT COMPANY, INC.

June 8, 1999

Michael Layton
Williams Communications
250 Park Avenue
3rd Floor
New York, NY 10177

Dear Mike,

Thank you for pushing our phone installation so that we could open our doors this morning! I just wanted you to know that Jorge Flores and Andrew Beadle did a great job! They went out of their way to make sure we were all set up.

Sincerely,



Tara Bazilian
Office Manager

EMPIRE SAFE

July 16, 1999

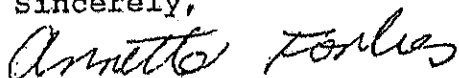
Mike Layton
Williams Communications
250 Park Avenue, 3rd Fl.
New York, NY 10177

Dear Mr. Layton:

Every-one here at the Empire Safe Company just taught you should know that Andrew Beadle is one of the most competent technician working for Williams Communication.

He always has satisfactory answers to our questions without ever have to guess, and he just knows how to get the job done. We really appreciate when he is the one who shows up to take care of our technical needs.

Sincerely,



Annette Forbes

6 EAST 39TH STREET • NEW YORK, NY 10016
PHONE (212) 684-2255 • (800) 543-5412 • FAX (212) 684-5550

Diamond/Jewelry Safes • Money Safes • Cash Deposit Safes • Home Safes • Computer Data Safes • Record Safes • Insulated File
Bank Equipment • Vault Doors • Safe Deposit Boxes • Bullet-Resistant Equipment • Modular Vaults • Vault Doors



ALPHA
TECHNOLOGIES
GROUP, INC.

June 29, 1999

Mr. Michael Layton
Norstar Supervisor
Williams Communications
250 Park Avenue, Third Floor
New York, New York 10017-2509

Dear Mr. Layton:

This letter is to express my satisfaction in one of your technicians, Andrew Beadle. He is by far the most competent and efficient technician we have had on site. I would appreciate it if you would assign him to our account to insure the quality of work we have been receiving from Nortel thanks to Andrew.

Sincerely,

Nancy Harrison
Office Manager



July 12, 2000

Williams Communications
One Williams Center
17th Floor
Tulsa, Oklahoma 74172

Andrew Beadle
Williams Communications Solutions
250 Park Avenue, 3rd Floor
New York, NY 92707

Dear Andrew:

Congratulations on your nomination for an ACCE Award. This nomination recognizes your dedication to Williams Communications Solutions and Achieving Customer Commitment Excellence.

We wanted you to know that a committee of your peers recognized your work in the spirit of ACCE – Achieving Customer Commitment Excellence. Please find enclosed your ACCE Award nomination.

Congratulations again on your nomination.

Sincerely,

A handwritten signature in cursive script that reads "Kimberly Penny".

Kimberly Penny
ACCE Coordinator

Enclosure



COMMUNICATIONS



April 14, 2000

Williams Communications
One Williams Center
17th Floor
Tulsa, Oklahoma 74172

Andrew Beadle
Williams Communications Solutions
250 Park Avenue
New York, NY 10177

Dear Andrew:

Congratulations – you have won a first quarter ACCE Award! This award shows that your peers recognize and appreciate your hard work and dedication to Williams Communications Solutions and “Achieving Customer Commitment Excellence!”

After reviewing the first quarter ACCE Award nominations, a committee of your peers decided that your commitment to Williams Communications Solutions deserved recognition. This recognition – the ACCE Award – is one of the highest honors bestowed upon a Williams Communications employee. It shows that you set the highest goals for yourself and Williams and attest to your willingness to go the extra mile on behalf of your customers, both internal and external.

Enclosed is your ACCE Award certificate, a copy of your nomination and a \$100 American Express Gift Cheque bonus award. Please feel free to call me at 918-573-5566 if you have any questions.

Once again, congratulations!

Sincerely,

Kimberly Penny-Baker
ACCE Coordinator

Enclosures

Cc: Dexter Tyrrell
Robert Braunfeld



COMMUNICATIONS

de V & P, Inc.

February 29, 2000

ACCE Program
Williams Communications
One Williams Center
17th Floor
Tulsa, Oklahoma 74172

Attn: Kimberly Penny
Nominee's Name: Andrew Beadle
Business Unit: NBU
Phone: 212-856-7300 mlbx 3216
Location: New York

Dear Ms. Penny,

Andrew Beadle went above and beyond his requirements to complete a recent job for us. The original work order was to install 22 phones on a new floor which had just been completed. This job expanded to include moving the entire phone system from the existing floor to the new floor. Andrew even cancelled personal plans (on a Friday night) to complete our ever-changing mission, which ended successfully at midnight.

Moreover, he escorted me to the empty floor (to ensure personal safety) so that I could secure the floor. He was, and has been, dedicated, thorough, and extremely personable. As a representative of Williams, you are lucky to have Andrew on your team.

Yours sincerely,



Anne Marie Gonzalez
Director of Communications

APPENDIX B

Program Description and Staffing

Page 12 of RFP

8a)

Onsite technicians provide preventative maintenance on a daily basis.

8b)

American Communications Industries, Inc.(ACI) will follow response times outlined in Attachment A. Please note that this is response time only. This is not the time to remedy the problem.

8c)

In the event that a disaster should occur in any area caused by any reason, our management team as well as our installers would work together to support our customers' needs until recovery is completed and they are able to operate under normal conditions.

8d)

ACI employs technicians, factory-trained and certified in various systems including but not limited to: Nortel, Siemens, Siemens, Fujitsu, NEC, Leviton, Nordx/CBT, Krone, Hitachi, Ortronics, Hubbell, Sprint, North Supply, Corning, Panduit, Mohawk, 3M, ATT and others.

ACI is also a Building Industry Consultant Services International (BICSI) corporate member, employing 4 BICSI members and 3 Registered Communications Distribution Designers (RCDD).

In addition, many of ACI's employees are certified in asbestos awareness, project management, design and estimating.

Many of our employees were involved with vendors contracted by Nassau County from the inception in the original design and installation of the Norstar systems currently operating in Nassau County. We continue to be the prime contractor for a multitude of systems and cabling upgrades that have taken place in the past.

ACI also supports and promotes various continuing education programs. Our employees attend certified training on a yearly basis in order to keep updated on the continuing changes in the telecommunications industry. Some of our employees have earned degrees in Telecommunications Technologies as well as Electrical Engineering Technologies.

8e)

Trouble Reporting procedures are currently handled through the Nassau County Help Desk. The Help Desk sends the tickets out to ACI's technicians. The tickets are completed and closed with the County.

8f)

ACI has to discuss with Nassau County what procedures are adequate for both NC and ACI regarding 24 hour service availability based on the scope of the contract.

8g)

If a problem should arise, the issue should first be addressed with the technician onsite. If the technician can't find a solution, he will contact the main office and speak to a manager.

APPENDIX E

Contract Appendix L Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Joseph Misseri (Name)

111 Kreischer Street Staten Island, NY 10309 (Address)

718-967-2220 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

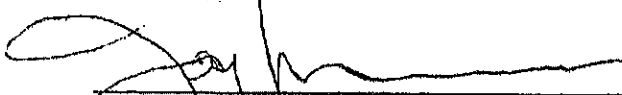
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder,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

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

APPENDIX E

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

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



Dated 12/7/2015
Signature of Chief Executive Officer

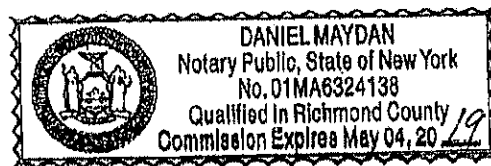
Joseph Misseri

Name of Chief Executive Officer

Sworn to before me this

7th day of December, 2015.


Notary Public



APPENDIX E

EXHIBIT 2 VENDOR CONTACT INFORMATION

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE

FEDERAL ID NUMBER: 22-3426378

VENDOR NAME: American Communications Industries, Inc.

ADDRESS: 111 Kreischer Street

CITY: Staten Island STATE: NY ZIP: 10309

Local Services Contact: John Lisi

Office Phone #: _____

Mobile Phone #: 917-642-8153

Fax #: _____

E-Mail Address: jlisi2@nassaucountyny.gov

After Hours Contact: Joe Misseri

Local Alternate Contact: Joseph Misseri

Office Phone #: 718-967-2220

Mobile Phone #: 917-902-3390

Fax #: 718-967-8408

E-Mail Address: jmisseri@americancommunication.com

After Hours Contact: see above

APPENDIX E

Monthly Usage/Billing Contact: Andrea Schaefer
Office Phone #: 718-967-2220
Mobile Phone #: ---
Fax #: 718-967-8408
E-Mail Address: aschaefer@americancommunication.com
After Hours Contact: Joe Misseri
Accounts Payable Contact: Jennifer Lewis
Office Phone #: 718-967-2220
Mobile Phone #: ---
Fax #: 718-967-8408
E-Mail Address: jlewis@americancommunication.com
After Hours Contact: Joe Misseri

UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR
MUST REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT
INFORMATION WITHIN 10 BUSINESS DAYS OF A CHANGE. FAILURE TO
DO SO MAY RESULT IN REMOVAL FROM THE CONTRACT.

COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

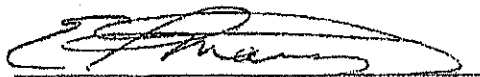
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

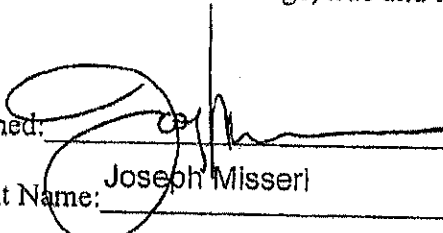
N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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

Dated: 11/01/15

Signed: 

Print Name: Joseph Misserl

Title: President

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



Dec. 7, 2015

Joseph Misseri
American Communications Industries, Inc.
111 Kreisler St.
Staten Island, NY 10305

Dear Joseph,

I would like to thank you for your business with Black Box. It has been a pleasure working with you over the past 10 years. I'm glad we have had the ability to provide you with the highest quality Nortel (Avaya Blue) products during this time.

I am pleased to inform you that Black Box is a certified Platinum-level channel partner for Avaya. This is the highest partner designation within the Avaya channel partner program and reaffirms our ability to design, sell, install, and maintain Avaya solutions. To obtain Avaya's Platinum-level certification, Black Box had to complete a lengthy and strenuous certification process including meeting criteria for service delivery, customer satisfaction, marketing and annual revenue commitments.

No business – not even the most successful – can survive in today's challenging environment without efficient and effective telecom technology.

We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Hegg". The signature is fluid and cursive, with a large initial "C" and "H".

Christine Hegg
Sales Director
Black Box Resale Services

RFP# IT1009-1521

Concerns within the RFP

Page 29

APPENDIX E 15b

American Communications Industries, Inc. will request in writing from Nassau County if any portion of the funds for this Agreement will be from the State and/or federal government.

Page 41

ATTACHMENT A

Please be aware that the Cinphony ACD is no longer available through Nortel. These are end of life items.

Page 47

ATTACHMENT A A6) Maintenance

Certain items listed are not applicable.

- 1). Not applicable
- 3). Not applicable
- 5). Being kept by the County

Pages 55 - 58

ATTACHMENT A

We believe that there needs to be further discussion regarding the items listed on these pages.