Nassau

# A-54-17

Office of Purchasing

### Staff Summary A-54-2017

Sul	oject: CCTV S (S/B# 6		Upgrade 057-093)			Date: Octo	ber 24, 2017		
Department:				Vendor Na	me:				
	ice of Purchas	ing				Intelli-Tec	Security Serv	ices LLC.	
Det	oartment Head	d Name	•			Contract N			
	ert Cleary					A-54-2017			
Det	oartment Head	d Signat	ture			Contract M	lanager Name	;	
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	Comm				ļ <u></u>			17.183	
	Full Leg					My C	Deputy C.E.		County Exec.
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<b>Disc</b> u Board were minor	I where thirty listed as veter rity owned. M et on Fundin	solicitat -two (32 an own Iinority g: The	ion was adv 2) vendors v ed, two (2) Affairs was cost of this	vertised viewed t were lis given a	l in Newsda the solicita sted as ser a copy of th ase will be	ay and posted to tion; one (1) way vice disabled ve ne bid. One (1) Three Hundred 34,849.85) from	as listed as we eteran owned bid was recei	oman owned and two (2) ved. Thousand I	l, three (3) were listed as
Reco LLC.	mmendation as the lowest	: Office respons	of Purchas	sing rec	ommends ag specifica	an award be gitions.	ven to Intelli-	Tec Security	Services
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CLEPK OF THE LEGISLATURE RASSAU COUNTY RECEIVED

#### COUNTY OF NASSAU

#### INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-54-2017

FROM:

ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE:

**SEPTEMBER 26, 2017** 

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT THREE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND EIGHTY-FIVE CENTS (\$334,849.85) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES TO INTELLI-TEC SECURITY SERVICES LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR A CCTV SYSTEM UPGRADE FOR NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES.

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

MICHAEL SCHLENOFF ACTING DIRECTOR OF PURCHASING

MS: br

ENCL:

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND INTELLI-TEC SECURITY SERVICES LLC.

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

PURCHASING has received competitive bids 6002-07057-093 for CCTV System Upgrade for the

Nassau County Department of Social Services as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>INTELLI-TEC</u>

<u>SECURITY SERVICES LLC</u> submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Purchase Order with <a href="INTELLI-TEC SECURITY">INTELLI-TEC SECURITY</a>

SERVICES LLC.



### 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 Co	outerbution to	الحمد د	NAMES	Bow
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		,		

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.

Dated: 68.64.17

Vendor:

Signed:

Print Name:

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Page 1 of 4



### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

subjec direct when	t to County reg or, trustee, emp lischarging his	gulation, pro cloyee, coun s or her office	ocurements. Isel or agent Cial duties.	The term ' of the Cou	ent or improvem lobbyist" does n nty of Nassau, or	ot include any of State of New Y
EW NO	ecios Royuna Royuna	<del>B</del> 1	HAS !	the	RECORNE	nov
2. Nassa	List whether a	and where to York State	he person/o ):	rganization	is registered as a	lobbyist (e.g.,
No	NE			\ <u>\</u>		
		7 - 361011				
3.	Name, addres byist is retaine	s and telephed, employe	ione numbe	r of client(s	) by whom, or or	n whose behalf,

## FORMAL SEALED BID PROPOSAL 68002-07057-093

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				1000
	NAME OF THE OWNER OWNER OF THE OWNER OWNE			
Describe lobby th activity listed. So	ring activity conducted, or se page 4 for a complete o	lescription of lobby	ing activities.	
	www.distanter			
	and the second s			
The name of p	rsons, organizations or g	overnmental entities	s before whom the l	obbyist expects to lobby
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President VIC

Page 3 of 4

- If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, 6. 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.

provided campaign contributions pursu of any of the following Nassau County any of the following Nassau County el Comptroller, the District Attorney, or a If yes, to what ca	uant to the New Y y elected officials lected offices: the	ork State Election or to the campaigr County Executive ator?	Law to the can committees of the County Cl	npaign committees fanv candidates for
NONE AND				
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	N. O			
I understand that copies of this Technology ("IT") to be posted on the C	form will be sen County's website.	t to the Nassau C	ounty Departm	nent of Information
I also understand that upon term notice to the County Attorney within this	mination of retain rty (30) days of te	er, employment o	or designation	I must give written
VERIFICATION: The undersigned affir foregoing statements and they are, to his	rms and so swears s/her knowledge, t	that he/she has re rue and accurate.	ad and understo	ood the
The undersigned further certifies and aff were made freely and without duress, the benefit or remuneration.	firms that the cont reat or any promis	ribution(s) to the ose of a governmen	eampaign comm tal benefit or in	nittees listed above exchange for any
Dated: 88-04-1-1	Signed:	July	<b>)</b>	
	Print Name:	7.0	w. How	5142
	Title:	Luc	Pas Di	57_
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TITLE

### 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 Carmina J. Przzo
	Date of birth 2 / 10 /60
	Home address 16 Exter St William for 14 11741
	City/state/zip
	Business address 150 Elech Way Unit #2
	City/state/zip Syc55ct NY 1791
	Telephone <u>510-870-2000</u>
	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 <u>// ID /2010</u> Treasurer / /
	Chairman of Board/ Shareholder/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President <u>3 / 2 / 1940</u>
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.    The provide details is the provide of the provide details.    Yes NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO, If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  BIDDER SIGN HERE
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### FORMAL SEALED BID PROPOSAL 68002-07057-093

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.

ap	propnat	e page and attach it to the questionnalie.				
7.	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:					
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide 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 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 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 If Yes, provide details for each such instance.				
8.	and/or portion initiate procee respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed see to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.				
		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 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 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 If Yes, provide details for each such occurrence.				
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#### FORMAL SEALED BID PROPOSAL 68002-07057-093

COUNTY OF MASSAU STATE OF NEW YORK	00002-07037-093
been the subject of a criminal investigation and/o local prosecuting or investigative agency and/or was related to activities performed at, for, or on t	se to the previous questions, in the past 5 years, have you or a civil anti-trust investigation by any federal, state or the subject of an investigation where such investigation behalf of the submitting business entity and/or an affiliated NO If Yes, provide details for each such
and/or any other type of investigation by any gov	st 5 years has any business or organization listed in iminal investigation and/or a civil anti-trust investigation vernment agency, including but not limited to federal, state, orincipal owner or officer? YES NO If Yes;
	r any other affiliated business listed in response to to find judicial or administrative proceedings with respect to If Yes; provide details for each such instance.
	ny required tax returns or failed to pay any applicable larges, including but not limited to water and sewer letails for each such year.

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

BY DOED SIGN HERE BIDDER SIGN HERE BIDDER

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. , 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 /8 day of July

2017

Janece R. Guerra Notary Public, State of New York no. 4871154, Qualified in Suffolk County Commission Expires September 8, 20\_//

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

BIDDER

**BIDDER SIGN HERE** 

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TITLE

### 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 JEFFREY William Hausner Sz.
	Date of birth 62 / 28 / 62
	Home address 14 white Hall CoveT
	City/state/zip Hol Book NEW YORK 11741
	Business address 150 Eller Way Unit 2
	City/state/zip Stosser New York 11791
	Telephone 516 876 2000
	Other present address(es)
	City/state/zipND
	Telephone
	List of other addresses and telephone numbers attached
2	
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 03/15/63
	Vice President <u>65 / 15 / 65 - PRESST. / /</u>
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO 💥 ; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO _X If Yes, provide details.
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### FORMAL SEALED BID PROPOSAL 68002-07057-093

NOTE: An affirmative answer is required below whether the sanction grose automatically, by operation of law. or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO \_ If Yes, provide 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 \_\_\_ 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 Y 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 \_\_\_ 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 Y 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 \_\_ 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 \_ 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 Y If Yes, provide details for each such occurrence.

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

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## FORMAL SEALED BID PROPOSAL 68002-07057-093

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 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 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 If Yes; provide details for each such instance.
	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.

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

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VICE PRESIDENT

#### 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, Jesus W House, 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 August 2017

Notar Public

Janece R. Guerra Notary Public, State of New York no. 4871154, Qualified in Suffolk County Commission Expires September 8, 20

Intellite Saure Source, UC Name of submitting business

Leccopy in those of

Print name

Signature

the President

LING

07 /20 / 17

Date

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

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### PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name Math MaMillan
	Date of birth 9 / 70 / 60
	Homo addroom 20102 2 avilla Parad
	City/state/zip Secret W 11783.
	Business address 150 Fruit Way Wyt >
	City/state/zip Sysset, M 1791
	Telephone 56-876 2000 /56459-5294
	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 3/24/1999 / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO(; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details.
	BIDDER SIGN HERE MASS MELLE VICE PROSIDER

## FORMAL SEALED BID PROPOSAL 68002-07057-093

TITLE

<u>NOTE:</u> 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 Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide 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 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 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 If Yes, provide details for each such instance.
8.	and/or portion initiate procee respon	ony of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy dings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed se to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES No 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 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 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 If Yes, provide details for each such occurrence.
		MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

## FORMAL SEALED BID PROPOSAL 68002-07057-093

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 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 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? YESNOIf Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.

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

#### 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.

Most Mcmillan \_\_, 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 14 day of August

Janece R. Guerra Notary Public, State of New York no. 4871154, Qualified in Suffolk County Commission Expires September 8, 20 1

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### FORMAL SEALED BID PROPOSAL 68002-07057-093

#### 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", No blanks. (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). 1) Proposer's Legal Name: Intelli-Tec Security Services, L.C. 2) Address of Place of Business: 100 Eiler Way Unit #7 Syosset NY11791 List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: 5110-8710-2000 Does the business own or rent its facilities? Front 4) Dun and Bradstreet number:\_\_\_\_\_ 5) Federal I.D. Number: <u>11-3580779</u> 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Other (Describe) \_\_\_\_\_ (Check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Other (Describe) \_\_\_\_ (Check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ (Check one): \_\_\_\_\_ (Check one): \_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_\_ (Check one): \_\_\_\_\_\_\_\_ (Check on 7) Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details: TID Thelli-Te. Protective-8) Does this business control one or more other businesses? Yes \_\_\_ No X \_\_ If Yes, please provide details: 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes <a href="https://www.ncb.by.com/res/">No If Yes, provide details. <a href=" ALL BIOS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

other gov bond), da	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any ernment entity terminated? Yes No If Yes, state the name of bonding agency, (if a te, amount of bond and reason for such cancellation or forfeiture: or details regarding the on (if a contract).
11) Has the p date, cou	roposer, during the past seven years, been declared bankrupt? Yes No If Yes, state rt jurisdiction, amount of liabilities and amount of assets
business, state or lo officer of investigat was relate	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, beal prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or any affiliated business been the subject of a criminal investigation and/or a civil anti-trust alion by any federal, state or local prosecuting or investigative agency, where such investigation and to activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation
been the and local business federal, s relations!	st 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of an investigation by any government agency, including but not limited to federal, state regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated been the subject of an investigation by any government agency, including but not limited to tate and local regulatory agencies, for matters pertaining to that individual's position at or hip to an affiliated business. Yes No If Yes, provide details for each such tion
before or that alleg	current or former director, owner or officer or managerial employee of this business had, either during such person's employment, or since such employment if the charges pertained to events edly occurred during the time of employment by the submitting business, and allegedly related to uct of that business:
	a) Any felony charge pending? Yes No If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No 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 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 If Yes, provide details for each such conviction.
	UST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	TITLE

	e) In the past 5 years, been found in provisions? Yes No If Yes	violation of any administrative, statutory, or regulatory , provide details for each such occurrence.
any sanct license he	tion imposed as a result of judicial or ad old? Yes No if Yes, provi	its owners or officers, or any other affiliated business had ministrative proceedings with respect to any professional de details for each such instance.
applicable sewer cha response	e federal, state or local taxes or other as arges? Yes No If Yes, provide to all questions checked 'YES'. If you root the questionnaire	d to file any required tax returns or failed to pay any seessed charges, including but not limited to water and de details for each such year. Provide a detailed need more space, photocopy the appropriate page and
Provide a det appropriate p		"YES". If you need more space, photocopy the
17) Conflict o a) plea	Please disclose any conflicts of intere- ase expressly state "No conflict exist (i) Any material financial relationships	st as outlined below. NOTE: If no conflicts exist, s." It that your firm or any firm employee has that may create a of a conflict of interest in acting on behalf of Nassau
	that may create a conflict of Interest o	nployee of your firm has with any County public servant r the appearance of a conflict of interest in acting on
	(iii) Any other matter that your firm be of a conflict of interest in acting on bel	olleves may create a conflict of interest or the appearance half of Nassau County.
b)	conflict of interact would not exist for a	DIMINIPHOND IN SIDA FLOOD, SOM
extensive		roposer's professional qualifications, demonstrating or similar experiences, and the results of these
Should th	e proposer be other than an individual,	the Proposal MUST include:
i) Da	ate of formation;	
ALL BIDS MU	ST BE F.O.R. DESTINATION AND INCLUDE DELI	very within poors unless otherwise specified.
Bidder Sigi	N HERE	'tresident
	BIDDER	TITLE

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	f <sup>ii)</sup>	Name, addresses, and position of all persons having a financial interest in the shareholders, members, general or limited partner, Carmine J. Pizzo, Je	company, including
	(Liii)	Name, address and position of all officers and directors of the company: (%)	MI DOZO MEMINEN
	/ iv)	641	lausner & Matt McHillon
	v)		
	vi)	Annual revenue of firm: 14 173 104	
	vii)		tems at Northwell &
ĺ	viii)	i) Copies of all state and local licenses and permits. Unique #0 #1200000	3519 HOCKAN MINORALA"
В	. Indica	cate number of years in business. 177.	
С		ride any other information which would be appropriate and helpful in determining acity and reliability to perform these services.	the Proposer's
D	. Provid similar	ride names and addresses for no fewer than three references for whom the Propo ar services or who are qualified to evaluate the Proposer's capability to perform t	oser has provided this work.
	Comp	pany Nassa County Police Department	
	Conta	tact Person_Support Scrutces	
	Addre	ress 1440 Franklin Ave	
	City/S	State Miroda, NY 1150	
	Teleph	phone 516-573-7500	
	Fax#	#	
		ail Address	
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FORMAL SEALED BID PROPOSAL 68002-07057-093

TITLE

Company Nassau County Probation
Contact Person Flow Tibuult
Address 400 Cainty Scat Drice
City/State Mincola, NY 11601
Telephone 514-571-5700 "
Fax#
E-Mail Address
company Nasay County Fire & Command
Company Nassay Qunty Fire & Command  Contact Person Jane Genzalez
Contact Person lanc Ganzalez
Contact Person Jane Ganzalez  Address 1194 Prospect Ave
Contact Person Lanc Ganzalez  Address 1194 Drespect Ave  City/State Wathry NY 11590

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE \_\_\_ BIDDER

FORMAL SEALED BID PROPOSAL 68002-07057-093

CERTIFICATION

Date

A MATERIALLY FALSE STATEMENT WILLFULLY OR FR THIS QUESTIONNAIRE MAY RESULT IN RENDERING T RESPONSIBLE WITH RESPECT TO THE PRESENT BID SUBJECT THE PERSON MAKING THE FALSE STATEMED, being duly sworn, state contained in the foregoing pages of this questionnaire and full and complete answers to each item therein to the best notify the County in writing of any change in circumstances and before the execution of the contract; and that all inform knowledge, information and belief. I understand that the Coquestionnaire as additional inducement to enter into a contract.	HE SUBMITTING BUSINESS ENTITY NOT OR FUTURE BIDS, AND, IN ADDITION, MAY ENT TO CRIMINAL CHARGES.  The that I have read and understand all the items the following pages of attachments; that I supplied of my knowledge, information and belief; that I will coccurring after the submission of this questionnaire nation supplied by me is true to the best of my bunty will rely on the information supplied in this
Sworn to before me this 18 day of Jucy	20 <u>1</u> 7
no development	R. Guerra State of New York fied in Suffolk County s September 8, 20
Name of submitting business: IIHelli-Tec. Se  By: Carming. I. Pizzo  Print name  Signature  Title  7 1 18 1 2017	ecunty Senices

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Page 1 of 4

### COUNTY OF NASSAU

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

1.	Name of the Entity: Totelli-Tec Security Services, LLC					
	Address: 180 Filen Way Unit #2					
	City, State and Zip Code: Sy OSSC+ NY 17791					
2.	Entity's Vendor Identification Number: 11-3580779					
3.	Type of Business: Public Corp Partnership Joint Venture					
	Ltd. Liability Co Closely Held Corp Other (specify)					
membe	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):					
(	Carmine J. Pizzo - 14 exter Street Williston Park NY 11596					
Property to second	Jeff Hausner-14 White Hail Court Holbrook NY 11741					
	Matt McMillan- 39107 Baylis 20ad Seaford NY 11783					
of the	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not ividual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.  MiN. J. Pizzo, Jeff Hausner, Maff Mallan & Jonito.					
Carni 1941 Malt	inc J. Pizzo - Ne exter street willism Park 134 1159 ce Hausner - 14 Junite tiail Court Holbrook 134 11741 McWillim-39Z Baylis Road Scafonl 134 11783					
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# FORMAL SEALED BID PROPOSAL OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK 68002-07057-093 Page 2 of 4 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. KNNIE 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. Name, title, business address and telephone number of lobbyist(s): ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Page 3 of 4

(b) Describe lobb lobbying activities.	ying activity of each l	obbyist. See page 4	of 4 for a complete des	scription of
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(c) List whether a New York State):	and where the person/o	organization is regist	ered as a lobbyist (e.g.,	Nassau County,
NIA				
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		West and the second sec		***************************************
8. VERIFICATION: T authorized as a signatory of			f the consultant, contractacts.	tor or Vendor
The undersigned affirms and are, to his/her knowledge, tr		has read and unders	tood the foregoing state	ments and they
Dated: 7/17/17	Signed: Print Na	ame: ( CATONINO)	P177.0	
	Title:	President	P1270	
				MEY NO.
ALL BIDS MUST BE F.O.B. DEST	INATION AND INCLUDE D	ELIVERY WITHIN DOORS	s unless otherwise speci Dadaat	FIED,
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FORMAL SEALED BID PROPOSAL 68002-07057-093

Page 4 of 4:

The term <u>lobbying</u> 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.

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## FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

### **COUNTY OF NASSAU**

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

BUYER Timothy Funaro Telephone (516) 571-7720 E-mail tfunaro@nassaucountyny.gov BID NUMBER 68002-07057-093

Dated: Ad. 06/22/2017

BID OPENING DATE July 05, 2017 11:00 A.M. E.D.S.T.

REQUISITION NUMBER

<u>wr</u> 20 2017

610 11 19

于ICE:OF

BID TITLE:

**CCTV System Upgrade** 

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

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

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

CASH DISCOUNT OF

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, N.Y. 11553

**GUARANTEED DELIVERY DATE** 

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER TOTALLITTEC Security Security Security					
ADDRESS 150 FIRED Way	NUT # 2				
CITY Sycoset	STATE	ZIP CODE (1791	TELEPHONE 310-200		
SIGNATURE OF ALL MONIZED INDIVID	JAL	COMMPO. 1-DIZZ PRINT OR TYPE N	O President Ame of signer and title		

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

#### **BID TERMS AND CONDITIONS**

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

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

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

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

### **DISCLOSURE STATEMENT**

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

Bidders Name: エハ	Helli-Tec Secur	ity Sovices, LLC
Address: 150 Ei	icen way unit	#2 Syosset MY 1791
Telephone No: 510	-876-2020	Fax No: 516-876-2020
1. State Whether:	A Corporation	The state of the s
	Individual	
	Partnership	LC

### **GUIDELINES FOR DISCLOSURE**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. \*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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		QUALIFICATION S	STATEMENT	
BIDDER'S NAME: 	Socialty ?	senices, LLC		
address: 150 Eilect	J MAY MUITH	=2 Sybsset N	4 11791	
1. STATE WHETHER	: CORPORATION	I	NDIVIDUAL F	PARTNERSHIP
2. IF A CORPORATION PRESIDENT	ON OR PARTNERSH	IP LIST NAME(S) AND A	DDRESS(S) OF OFFICER(S) OR	MEMBER(S)
COMMUNICIPAL VICE PRESIDENT	20-10 Extor	strect willist	on Park NY 11596	
Jeff Housvor Secretary VP	-14 white Ha	<u> II Court Holbmol</u>	1711 1700	
Mat McMill TREASURER	ŴΛ			
3. HAVE YOU FILED IF SQ WHEN?	A QUALIFICATION	STATEMENT WITH THE	COUNTY OF NASSAU?	5
" annual	Source Co	intract on Mult	iple Buildings.	
4. HOW MANY YEAR	S HAS YOUR ORGA	NIZATION BEEN IN BUS	SINESS UNDER YOUR PRESENT	NAME? 17
5. HAVE YOU, OR YOU IF SO, WHERE AN	OUR FIRM, EVER FA ND WHY?	JLED TO COMPLETE AN	IY WORK AWARDED TO YOU?	
Λ σ			irm interested? <u>Securit</u> Hercom, & Parking G	
7. WHAT IS THE EXI OF THIS BID?	PERIENCE OF THE F	PRINCIPAL INDIVIDUAL	S OF YOUR ORGANIZATION RE	LATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT
Carmine J. Pizzo	Provident	<b>4</b> 5	From small residential then	terprise integration All
Jeff Hausner	VÞ	43	<u> </u>	
8. IN WHAT MANNE	r have you inspe	CTED THIS PROPOSED	WORK? EXPLAIN IN DETAIL	
Shows and the state of the stat				
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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
James Pacilla - It & Support Coordinator
ENGINES ! NOTE AND THE CONTRACTOR
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: Wassau County Police Department  ADDRESS: 1490 Franklin Ave  Wincola, NY 11870
TELEPHONE: 510-513-7500 CONTACT PERSON SUPPORT SOUTH
2. REFERENCE'S NAME: ACCOMM UNIVERSITY  ADDRESS: 1 SWHW AVE  CAUTION CITY NY 11880  TELEPHONE: 511 877-3001 CONTACT PERSON DOORT HUGHES  CONTRACT DATE: 8 1999
3. REFERENCE'S NAME: NOrthwell - NSUL)  ADDRESS: 149 Community Drive  Workset NY 11030  TELEPHONE: 34-46-3078 CONTACT PERSON SOFT Straus  CONTRACT DATE: 34005
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### FORMAL SEALED BID PROPOSAL 68002-07057-093

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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#### Appendix EE

#### EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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# FORMAL SEALED BID PROPOSAL 68002-07057-093

#### **INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

#### **DEFINITIONS**:

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

#### **IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, <u>YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY</u>. <u>THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.</u> LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the <u>County of Nassau Consultant's</u>, <u>Contractor's and Vendor's Disclosure Form</u>. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the <u>Lobbyist Registration and Disclosure Form</u>, completed by that individual/organization.

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

### <u>INTENT</u>

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **CCTV System Upgrade for the Nassau County Department of Social Services.** 

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

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FORMAL SEALED BID PROPOSAL 68002-07057-093

Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 - 16) form if you list a name on question 7 part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 - 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

#### Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

ALL BIDS MUST BE F.O.B. DESTI	NATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
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Page 1 of 4

### COUNTY OF NASSAU

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

1.	Name of the Entity: Intelli-Tec Security Services, LLC
1,	Address: 180 Files Way Unit#2
	City, State and Zip Code: Sy OSSCH, NY 1779
2.	Entity's Vendor Identification Number: 1 3580779
3.	Type of Business:Public CorpPartnershipJoint Venture
٥.	Ltd. Liability CoClosely Held Corp Other (specify)
	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or rable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
	funter MacDonnell, Nick Pizzo & Phil Albanesi
of the	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not ividual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy 10K in lieu of completing this section.  MIN J. Pizzo, Jeff Hausner, Matt McMillan & Sonitol
	BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  DER SIGN HERE

#### FORMAL SEALED BID PROPOSAL 68002-07057-093

Page 2 of 4	
6. List all affiliated and related companies and their relationship to the firm entered on line 1. none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company part in the performance of this contract. Such disclosure shall be updated to include affiliated or s companies not previously disclosed that participate in the performance of the contract.	that may take
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or desiclient to influence - or promote a matter before - Nassau County, its agencies, boards, commission heads, legislators or committees, including but not limited to the Open Space and Parks Advisory and Planning Commission. Such matters include, but are not limited to, requests for proposals, de improvement of real property subject to County regulation, procurements, or to otherwise engage the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employed or agent of the County of Nassau, or State of New York, when discharging his or her office	ignated by any as, department Committee evelopment or in lobbying as ployee,
(a) Name, title, business address and telephone number of lobbyist(s):	
NONE	
ALL BYDG MUCT BE E O D. DECTYMATION AND VIOLENCE OF WARD WITH A CONC. THE EGG OTHER DECEMBERS	in.
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Page 3 of 4

(b) Describe lobbying activities.	ty of each lobbyist. See page	4 of 4 for a complete descr	iption of
NIA			
	the person/organization is regis	stered as a lobbyist (e.g., Na	assau County,
New York State):			
NIA			,
			•
8. VERIFICATION: This section authorized as a signatory of the firm for			r or Vendor
The undersigned affirms and so swears are, to his/her knowledge, true and accurate,		stood the foregoing stateme	ents and they
Dated: 7/17/17	Signed:		
	Print Name: Cortain	J.Pizzo	
	Title: Prosident		
	,		
			rib.
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FORMAL SEALED BID PROPOSAL 68002-07057-093

Page 4 of 4:

The term <u>lobbying</u> 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.

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# FORMAL SEALED BID PROPOSAL 68002-07057-093

### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

4	1. Name, address and telephone number of lobbyist(s)/ "lobbyist" means any and every person or organization retai	ined, employed or designated by
	any client to influence - or promote a matter before - Nassau	
	commissions, department heads, legislators or committees, Open Space and Parks Advisory Committee and Planning C	
	but are not limited to, requests for proposals, development of	
S	subject to County regulation, procurements. The term "lobb	byist" does not include any officer,
	director, trustee, employee, counsel or agent of the County of	of Nassau, or State of New York,
1	when discharging his or her official duties.	
	NIA	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
,		
<del></del>		
	2. List whether and where the person/organization is re	egistered as a lobbyist (e.g.,
1	Nassau County, New York State):	
	NIA	
Vinite 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
•		
í	3. Name, address and telephone number of client(s) by	whom, or on whose behalf.
	the lobbyist is retained, employed or designated:	, 1011, 01 01 (11000 001011,
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#### FORMAL SEALED BID PROPOSAL 68002-07057-093

Page 2 of 4
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.
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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Page 3 of 4

you must attach a copy of such document; a statement of the substance thereof. If the w	and if agreement ovritten agreement	a written agreement of retainer or employment, of retainer or employment is oral, attach a written of retainer or employment does not contain a authorized to lobby, separately attach such a
provided campaign contributions pursuant of any of the following Nassau County elect any of the following Nassau County elect Comptroller, the District Attorney, or any	t to the New York ected officials or t ed offices: the Co County Legislato	
NA		
I understand that copies of this for Technology ("TT") to be posted on the Cou		o the Nassau County Department of Information
I also understand that upon termin notice to the County Attorney within thirty		, employment or designation I must give written ination.
VERIFICATION: The undersigned affirms foregoing statements and they are, to his/ho		
The undersigned further certifies and affirm were made freely and without duress, threat benefit or remuneration.	ns that the contrib t or any promise o	oution(s) to the campaign committees listed above of a governmental benefit or in exchange for any
Dated: 7/17/17	Signed:	Carff
	Print Name:	Carmine J. Pizzo
	Title:	President
ALL BIDS MUST BE F.O.B. DESTINATION AND IN	ICLUDE DELIVERY W	ITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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Page 4 of 4:

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 who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

<b>ALL BIDS MUST BE F.</b>	D.B. DESTINATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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### PRINCIPAL QUESTIONNAIRE FORM

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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 Date of birth 2 / 1() Home address ILE Exter St William for 119 11741 City/state/zip on way Unit #2 Business address 17 Telephone <u>510-870-2000</u> 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 / ID /2010Treasurer / / Chairman of Board / / Shareholder / / Chief Exec. Officer / / Secretary / / Chief Financial Officer \_\_\_/\_\_/ Partner \_\_\_/\_\_/ Vice President 3 124 / 1940 (Other) Do you have an equity interest in the business submitting the questionnaire? 3. YES V NO \_\_\_ If Yes, provide details. DOWN Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO \_\_\_ If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit 5. organization other than the one submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_If Yes, provide details. 6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO —If Yes, provide details.

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## FORMAL SEALED BID PROPOSAL 68002-07057-093

<u>NOTE:</u> 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.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide 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 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 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 If Yes, provide details for each such instance.
8.	and/or portion initiate process respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed ase to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO 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 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 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 If Yes, provide details for each such occurrence.
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### FORMAL SEALED BID PROPOSAL 68002-07057-093

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9.	In addition to the information provided in response to the previous quebeen the subject of a criminal investigation and/or a civil anti-trust invelocal prosecuting or investigative agency and/or the subject of an invelocal prosecuting or investigative agency and/or the subject of an invelocal prosecuting or investigative agency and/or the subject of an invelocal prosecuting or investigation and/or the subject of an investigation.	estigation by any federal, state or stigation where such investigation g business entity and/or an affiliated
10.	In addition to the information provided, in the past 5 years has any bur response to Question 5, been the subject of a criminal investigation at and/or any other type of investigation by any government agency, included local regulatory agencies while you were a principal owner or office provide details for each such investigation.	nd/or a civil anti-trust investigation uding but not limited to federal, state
11.	In the past 5 years, have you or this business, or any other affiliated be Question 5 had any sanction imposed as a result of judicial or administration any professional license held? YES NO If Yes; provide d	strative proceedings with respect to
12.	For the past 5 tax years, have you failed to file any required tax return federal, state or local taxes or other assessed charges, including but r charges? YES NO If Yes, provide details for each such y	not limited to water and sewer

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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. EXMINE \_\_\_, 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 /8 day of July 2017 Janeca R. Guerra Notary Public, State of New York no. 4871154, Qualified in Suffolk County Commission Expires September 8, 20 🔏 Print name

ALL BIDS MUST BE F.O.B.	DESTINATION AND	D INCLUDE DELIVE	RY WITHIN DOORS U	NLESS	OTHERWISE SPECIFIED.
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### FORMAL SEALED BID PROPOSAL 68002-07057-093

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made	Days A/R/O.
Delivery shall be made <b>ONLY</b> upon receipt of a Purchase Order, Direct Purchase Order(s) from a using agency authorized to use bidder. Purchase Order and Direct Purchase Order shall indicate all deliveries.	the Blanket Order which will be issued to the successful
Bidders agree that all orders shall be effective and binding upon the Contractor at the address shown on the Blanket Order/Purch CONTRACT.	
INSPECTION: Bidders should be aware of Inspection and Deliv	very requirements as stipulated.
<b>BILLING:</b> Shall be made on County claim forms or Certified Invocempletion of deliveries made against applicable Purchase Order	
NO PARTIAL PAYMENTS	S WILL BE PAID.
************VENDOR CLAIM CER IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CE	
I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OF PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHAS THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATE! PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE	E ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT D HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN S EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED
CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE
*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPL	ETED WILL BE RETURNED TO YOU UNPAID**

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

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

**BIDDER SIGN HERE** 

Vendors may download claim form NIFS560 at the following URL:

<b>PAYMENT:</b> A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.  ***********************************				
If a claim voucher is not being submitted, the following certification MUST	appear on the invoice:			
I hereby certify that all items or services were delivered or rendered as serprices charged are in accordance with referenced purchase order, delivery is just, true and correct; that the balance stated herein is actually due and previously claimed; that no taxes from which the County is exempt are inclaimed for disbursements have actually and necessarily been made.	order or contract, that the claim owing and has not been			
Claimant Name	Date			
By Signature	Title			
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL B	E RETURNED TO YOU UNPAID.			
Vendors may download claim form NIFS560 at the following URL:				
http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/Claim	VoucherFormBlank.pdf			
<b>RETENTION OF BID:</b> Vendor is required to make a copy of his completed bid doc Any purchase orders issued against this bid will refer to the bid and attachments to a				
<b>METHOD OF BIDDING:</b> Please submit unit price in the appropriate column.				
<b>PRICE DISCREPANCY</b> : In the event of a discrepancy between the unit price and govern.	the extension price, the unit price will			
<b>WARRANTY:</b> The successful bidder warrants the equipment furnished and all asso in design, workmanship and materials against failure to operate satisfactorily for one by the using department and/or agency of the equipment, other than defects or failt have arisen solely from accident or abuse occurring after delivery to the Nassau Coureplace any parts, which in the opinion of the user, shall fail from the above reasons	e (1) year from the date of acceptance ure shown by the Contractor that inty agency. Contractor agrees to			
BIDDER SHALL STATE WARRANTY PERIOD:				
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLES	S OTHERWISE SPECIFIED.			
BIDDER SIGN HERE BIDDER	President			
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# FORMAL SEALED BID PROPOSAL 68002-07057-093

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTE	ENDED WARRANTY	OPTION, IF AVAILABLE:	
<b>TAX PROVISION:</b> Purchases made by the County of Na Excise Taxes. Federal Exemption #A-109538 State Example Existing "Fair Trade Agreements" and bidders should	emption #EX 72130	062C. The County of Nassau is not subjec	t to
<b>NEW YORK STATE PRICES:</b> Bidders must represent ar for items specified herein, that the price quoted to the Co State for like quantities.			
PRICE PROTECTION: Bidders are required to state per	iod of price protect	ion (in terms of days) after the bid openin	ıg.
STATE PRICE PROTECTION PERIOD:	365	DAYS AFTER BID OPENING	
ensuing year. According, the County of Nassau requests of Nassau for one (1) year from the date of the award. E entire year. Bidders are requested to state the period for days.	that the prices bid conomic conditions	be protected and be available to the Coun may not permit the price protection for a	n
<b>SAMPLES:</b> Samples, when required, must be submitted <b>not be considered.</b> If samples are requested subseque days of the request for the bid to be considered. Sample descriptive memorandum indicating if the bidder desires t returned, provided they have not been used or made use with deliveries. Samples will be returned at bidders' requ	nt to bid opening, t s must be furnished their return, also sp less by testing. Aw	they shall delivered within five (5) busines If free of charge and must be accompanied ecifying the address to which they are to l	s iby
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELI	VERY WITHIN DOOR	S UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE BIDDER	\$1.00 Mark 11	President	

### FORMAL SEALED BID PROPOSAL 68002-07057-093

TITLE

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured:

,	The state of the s
_	the state of the s
Or	
B)	Certificate of Insurance with indemnification agreement (hold harmless clause):

### Nassau County Must be named as an additional insured

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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

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#### **GENERAL CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MANUALS/IN-SERVICE VIDEO:** Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

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

#### **NON PERFORMANCE**

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

### **DISCLAIMER**

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

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#### NOTICE

#### READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

# FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

#### **CERTIFICATION:**

I HERE	BY CERTIFY THAT I HAVE REAL	INTY NOTICE, AND FUR T CONTAIN ANY TOXIC		ITEMS NUMBERED
<b>x</b> _	Signature	 Title	77	Date

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#### **EVALUATION:**

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

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

**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

**IMPORTANT NOTE**: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.	D.B. DESTINATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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#### NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

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

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

[MITMADDENSON TO THIS THEE IS THE CONTROLLED TO THE METALLING
Subscribed to under penalty of perjury under the laws of the State of New York,  this
Identifying Data:
Potential Contractor: Inteli-Tec Security Services, UC
Address: 150
Street: Eilern Way Unit #2
City, Town, etc: 5,05504, NV 1791
Telephone: SU-810-2000 Title: Arcident
If applicable, responsible Corporate Officer  Name Carmini J. Przza
Signature: Sign Here
FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

### MANUFACTURER'S CERTIFICATE

That we manufacture the commodities specified in the	attached bid schedule:
That the address of the manufacturing plant is:	
M	Manufacturer
	Signature
Title	
nic	
FURTHERMORE:	
That we authorize	
(Name and address of	firm or individual)
As our distributor to furnish our products to the County of Nass supply said distributor such quantities of our products as may b	au as provided in the attached schedules, and agree to be required by the County of Nassau.
	Manufacturer
	Signature
Title	
THE CONTRACTOR OF THE CONTRACT	Date
	Date
MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SA BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FRO	
	lete certificate must be executed by the manufacturer.
<b>NOTE:</b> When bidder is other than the manufacturer, the comp	
NUIE: when bidder is other than the manufacturer, the comp	
NUIE: when bidder is other than the manufacturer, the comp	
NUIE: when bidder is other than the manufacturer, the comp	
<b>NOTE:</b> When bidder is other than the manufacturer, the comp	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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

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

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

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

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

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

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

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

#### **ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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### FORMAL SEALED BID PROPOSAL 68002-07057-093

#### NY STATE LABOR LAW

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

- a. "Public Works" and "Building Services" Definitions
- i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A
- to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.
- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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

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**RECORD RETENTION:** Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

#### Scope of Work:

- 1) REPLACEMENT OF EXISTING PANASONIC ANALOG MATRIX CAMERA SYSTEM WITH AVIGILON IP HIGH RESOLUTION DIGITAL MATRIX CAMERA SYSTEM. THIS SYSTEM SHALL UTILIZE ALL EXISTING COAX CAMERA FEEDS FOR IP CAMERA OVER COAX VIDEO TRANSMISSION. DIGITAL MATRIX CALL UP SYSTEM SHALL REPLACE MAIN CONTROL ROOM ANALOG MONITORING WITH COMPUTER BASED ACTIVE MONITORING. INCLUDED WILL BE MATRIX JOYSTICK KEYPAD IN MAIN CONTROL ROOM AND NCPD OFFICE. REPLACEMENT OF EXTERIOR PTZ CAMERAS WITH FIXED IP 16 MP RESOLUTION CAMERAS EA. THIS INCLUDES (6) ON THE BUILDING AND (4) FIBER OPTIC FED REMOTE PARKING LOT PTZ CAMERAS. THIS SHALL UTILIZE (2) RAID RECORDERS ALLOWING FOR A MINIMUM OF 1 MONTH AT 10 FRAMES PER SECOND FOR ALL CAMERAS. ANY ADDITIONAL COMPUTER BASED AVIGILON MONITORING STATIONS WILL BE IN ADDITION TO THIS QUOTE.
- 2) All waste materials removed, including hazardous materials and liquids during normal course of construction must be done in compliance with all Federal, State and Local laws.
- 3) The award winning vendor upon completion of the project shall restore the location to a safe and aesthetically acceptable condition prior to departure. If the project takes multiple days, the location will be left is a safe and aesthetically condition at end of each work day prior to departure.

**PRE BID SITE VISITS:** The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call **Mary Mahoney at (516) 571-3159** for an appointment to visit the site.

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### Specifications/Pricing:

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	1	Ea.	HD NVR3 VAL 12TB NA 1U Rack Mnt WES7E	\$4,528,40	\$4,528.40
2	1	Ea.	HD NVR3 PRM 56TB NA 2U Rack Mnt WS2012R2 700Mbps throughput, 50.	\$17,796° 32	\$17,796,30
3	3	Ea.	ACC 5 Enterprise license for up to 24 camera channels and unlimi channels and unlimited viewing clients	\$4,1333	\$ <u>12,399,89</u>
4	2	Ea.	ACC 5 Enterprise license for up to 8 camera channels and unlimit channels and unlimited viewing clients	\$ 1,413,58	\$ 2.827.14
5	1	Ea.	ACC 5 Enterprise license for up to 4 camera channels and unlimit channels and unlimited viewing clients	\$ <u>713</u> .58	\$ 713 <sup>58</sup>
6	3	Ea.	ACC 5 Enterprise license for up to 1 camera channels and unlimit channels and unlimited viewing clients	\$ 207.4	\$ (022,23
7	10	Ea.	16 Megapixel H.264 HD Pro with Lightcatcher Technology	\$4.629.63	\$44,294.34
8	82	Ea.	2.0MP WDR Lightcatcher Day/Outdoor Dome 3-9mm F1.4 IR	\$.376. <sup>59</sup>	\$ 30,876. <sup>25</sup>
9	2	Ea.	2mp H4PTZ DC30 2MP / 1080 PTZ in Ceiling Dome Analytics	\$1,475.3	\$ 2,950.42
10	82	Ea.	In-ceiling mount for H4SL dome cameras	\$ 18.52	\$ 1,518,64
11	82	Ea.	Metal ceiling panel for use with H4A-DC or H4SL-MT-DCIL1 in-ceiling dome cameras to replace or reinforce the existing ceiling tile in suspended ceiling installations	\$ 59.24	\$4.859.32
12	2	Ea.	Metal Ceiling H4PTZ	\$55,50	\$ 111,12
13	2	Ea.	In-ceiling replacement clear transparent cover, includes dome bubble and camera cover for H4 PTZ Pendant cameras	\$74.07	<u>\$ 148.14</u>
14	10	Ea.	Tamron, 24-70mm, f/2.8, Auto-Iris, Vari Focal	\$1,170,37	\$11,703.70

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### Specifications/Pricing: continued

Item #	Qty.	Unit	Description	Unit Price	Total Price
15	5	Ea.	Cisco SF300 24 Port POE Switch	\$364.30	\$ 1,821.00
16	90	Ea.	Veracity HIGHWIRE PowerStar Ethernet over Coax /Base Unit	\$ 213.57	\$19,221.3º
17	90	Ea.	Veracity HIGHWIRE PowerStar Ethernet over Coax/Camera Side Unit	\$.201.23	\$18,109.80
18	12	Ea.	Veracity HIGHWIRE 1U Rackmount kit	\$ 574	\$ 688.93
19	10	Ea.	Large Format Enclosure, Heater, Wall Bracket and Sunshield	\$ 256.79	\$ 25107.9º
20	2	Ea.	Fully configured Professional USB Surveillance joystick for full joystick for full control of Avigilon Control Center including shuttle playback control and digital and conventional PTZ.	\$583°E	\$ 1,167.90
21	2	Ea.	REMOTE MONITORING WRKSTN, NA, 2 Monitor	\$ 1,281,48	\$2,562.90
22	1	Ea.	REMOTE MONITORING WORK STATION, NA 4 HDMI MON OUT	\$ 2,145.48	\$2,145.105
23	8	Ea.	GIGABIT 1000BASE TX TO 1000BAS	\$ 224.68	\$ 1,797.44
24	1	Ea.	MEDIA CONVERTER SUBRACK HOLDS	\$261.23	\$ 2(e1.72
25	15	Ea.	RG59/18-2 Plenum Gray Jkt Siamese 1000'	\$524.23	\$7,893.45
26	1	Ea.	Misc Hardware & Equipment Includes the follow: connecting hardware, mounting hardware, video monitors & any needed brackets	\$5,000	\$5,000,00
27	1	Ea.	Installation and Programming Labor	\$ 98.00	\$ 126,470.°°
28	1.	Ea.	Project Management	\$9800	\$ 7,840.00

State	the i	manufacturer and model number of item offered include specifications
Item	1	Avigilon IHD-NUR3-VAL-12TB-NA
Item	2	Avigilon/HD-NUR3-VAL-12TB-NA Avigilon/HD-NUR3-PRM-SLOTB-NA
Item	3	Avicilian 124C-ACCS-ENT
Item	4	Avigilun 18C-ACC5-ENT
Item	5	A
a walli		

ALL BIDS MUST BE F.C	D.B. DESTINATION AND INCL	UDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
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	$\Lambda$ .
6	Hyrsilon LIC-ACCSENT
7	Aurgilon / WA-HYPTO-B
8	Augiton / 2.0C-H4SL-DOI-IR
9	Augilon 12.0C-HYPTZ-DC30
10	Augilon HUSL-MT-DCILI
11	Aurilon 144-DC-CPNLI
12	Autilon PTZMH-X-CANC-IDANEL
13	Aurilon IPTZMH-DC-CLERI
14	Augilon LEF 247028TA
15	C15/0 / SF300
16	Veracity IFV-VHWHWPB
17	Veracity IFV-VHWHWPC
18	Veracity FV-VHWIU.
19	Augilon-ES-HD-HWS-LG
20	Avigilon-ACC-USB-JOY-PRO
21	Augiton-HD-RMWS3-ZMN-NA
22	Augilon-HD-RMWS3-HMN-NA.
23	Nifeck INI-MC 721MGI
24	Niteck: INI-RKDO
25	Windy City (459214-80ITSS
	Misc
27	Labor
28	Project Management.
	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

ALL BIDS MUST BE F.	O.B. DESTINATION AND INCLUDE DELIVERY	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	cer	President
	BIDDER	TITLE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Mary White PHONE (A/C, No, Ext): 315-703-1383 FAX (A/C. No): E-MAIL ADDRESS: mwhite@haylor.com

Haylor, Frever & Coon, Inc. 231 Salina Meadows Parkway P.O. 4743 Syracuse NY 13221 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Insurance Co. 18058 INSURER B: Amtrust Insurance Company of Kansas 15954 INSURED Intelli-Tec Security Services, LLC INSURER C: 150 Eileen Way INSURER D: Syosset, NY 11791 INSURER E ; INSURER F:

**CERTIFICATE NUMBER: 546777088** COVERAGES **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. ADDLISUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE INSD WVD LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY PHPK1677560 7/1/2017 7/1/2018 Υ EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) Α Χ \$1,000,000 CLAIMS-MADE X OCCUR \$1,000,000 Х \$5,000 contractual liab MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000

GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: \$ COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 7/1/2017 7/1/2018 \$1,000,000 PHPK1677560 ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) Х \$ \$ Α Χ UMBRELLA LIAB PHUB591075 7/1/2017 7/1/2018 \$15,000,000 OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE \$15,000,000 AGGREGATE DED X RETENTION \$10,000 WORKERS COMPENSATION 7/11/2018 X PER STATUTE KWC1099752 7/11/2017 В AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 Ν N/A

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

CG 20 10 (04/13) Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization

CG 20 37 (04/13) Additional Insured-Owners, Lessees or Contractors-Completed Operations PI-GL-005 (0712) Additional Insured, Primary Non-contributory Insurance

Blanket Additional Insured Auto Endorsement Form PI MANI-1

General Liability Waiver of Subrogation Form PI-GLD-SG

Auto Waiver of Subrogation Form PI-CA-001 NY

See Attached...

(Mandatory in NH) If yes, describe unde

DESCRIPTION OF OPERATIONS belo

CERTIFICATE HOLDER	CANCELLATION
Nassau County 1 West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Le D Freyer , fo
	O JOSE COLF LOOPE COPRODITION AND LL

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT

AGENCY CUSTOMER ID:  LOC #:					
ACORD	ADDITIONA	L REMA	RKS SCHEDULE	Page _ 1 _ of _ 1	
AGENCY I-laylor, Freyer & Coon, Inc.			NAMED INSURED Intelli-Tec Security Services, LLC 150 Eileen Way Syosset, NY 11791		
POLICY NUMBER			Syosset, NY 11791		
CARRIER		NAIC CODE	EFFECTIVE DATE:		
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS F					
FORM NUMBER: 25 F	ORM TITLE: CERTIFICATE	OF LIABILITY	Y INSURANCE		
Canc & Nonrenewal NY Form Workers Compensation Walve Umbrella Follow Form	IL0268 er of Subrogation Form WC	O00313			
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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE PART**

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	4
Hired Auto Physical Damage	ACV or repair or replacement of the	4
	vehicle whichever is less	
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	5
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts	Included	5
Replacement		
Auto Loan / Lease Gap Coverage	Amended	6
One Comprehensive Coverage Deductible Per	Amended	7
Occurrence		<u></u>
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	8
Mental Anguish – Bodily Injury Redefined	Amended	8

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

#### I. LIABILITY COVERAGE EXTENSIONS

#### A. Who is An Insured

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is An insured is amended by adding the following:

The following are also "insureds":

- 1. **Board Members** Board members (or their spouses) while renting a vehicle while on business for the named insured.
- 2. Newly Acquired Entities Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
- 3. Designated Insured Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in SECTION II of the Coverage Form.
- 4. Lessor of Leased Autos The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You:
  - b. Any of your "employees" or agents; or
  - **c.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

#### B. Cost of Ball Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

#### C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

#### II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

#### A. Towing

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

#### 2. Towing

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

#### B. Glass Breakage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

#### C. Transportation Expenses

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

#### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

#### D. Hired Auto Physical Damage - Loss of Use

The last sentence of SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

#### E. Hired Auto Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

#### **Hired Auto Physical Damage**

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

#### F. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

#### Personal Effects Coverage

We will pay up to \$500 for "loss" to personal effects, which are:

- 1. Owned by an "insured"; and
- 2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

#### G. Rental Reimbursement

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

#### Rental Reimbursement Coverage

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item III. C. Transportation Expenses of this endorsement.

#### H. Accidental Discharge - Airbag Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

#### I. Electronic Equipment Coverage

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE**, **B. Exclusions**, Paragraph 4.

Exclusions 4.c. and 4.d. do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- The actual cash value of the damaged or stolen property at the time of the "loss";
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- **c.** \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

#### J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### K. Auto Loan / Lease Gap Protection

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

- 4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:
    - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
  - b. Our Limit of Insurance for "total loss" will be the greater of:
    - (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
      - (a) Past due payments;
      - (b) Financial penalties imposed under the lease;
      - (c) Security deposits not refunded;
      - (d) Costs for extended warranties or insurance; or
      - (e) Final payment due under a "balloon loan"; or
    - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

- c. Additional Definitions
  - (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
  - (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.
- d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under

a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

#### L. One Comprehensive Coverage Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

#### III. BUSINESS AUTO CONDITIONS

#### A. Notice and Knowledge of Occurrence

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

#### C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### IV. DEFINITIONS

#### A. Mental Anguish

**SECTION V – DEFINITIONS, C.** "Bodily injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GENERAL LIABILITY DELUXE ENDORSEMENT: SECURITY SERVICES

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments - Three year period to report expenses	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Additional Insured - Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured - Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

#### A. Damage to Premises Rented to You

- If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
  - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions:
  - b. SECTION III LIMITS OF INSURANCE, Paragraph 6.; and
  - c. SECTION V DEFINITIONS, Paragraph 9.a.
- If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.
- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$1,000,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. Aircraft, Auto Or Watercraft does not apply to security services performed on or about watercraft.

#### C. Medical Payments - Limit Increased

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. Under SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b) is amended to read:

provided that:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

Page 2 of 9

#### D. Supplementary Payments

In the SUPPLEMENTARY PAYMENTS – COVERAGES A AND B provision, Items 1.b. and 1.d. are amended as follows:

- 1. The limit for the cost of ball bonds is changed from \$250 to \$2,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

#### E. Who is an Insured

#### SECTION II - WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
  - a. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - b. Managers and Supervisors If you are an organization other than a pertnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- d. Lessors of Leased Equipment Automatic Status When Required in Lease Agreement With You Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holst away openings, sidewalk vaults, street banners or decorations;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- f. Blanket Additional Insureds by Contract Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodlly injury" or "property damage" occurring after:
  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by

or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its Intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### F. Limited Rental Lease Agreement Contractual Liability

The following is added to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### G. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### H. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification as soon as practicable.

- 2. The requirement in Condition 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
- 3. The requirement in Condition 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An "executive officer" or insurance manager, if you are a corporation.

#### I. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### J. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### K. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

#### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) "Bodily Injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

#### L. Errors and Omissions Coverage

1. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended by adding the following:

#### **ERRORS AND OMISSIONS**

This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is amended by adding the following:

#### **ERRORS AND OMISSIONS**

The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Déclarations.

3. SECTION I - COVERAGES is amended by adding the following:

#### COVERAGE D - ERRORS AND OMISSIONS LIABILITY

#### a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We may, at our discretion, investigate any claim or "suit" that may result. But:
  - (a) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE; and
  - (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D.

(2) This insurance applies only if the error or omission occurs during the policy period.

#### b. Exclusions

This insurance does not apply to:

- (1) "Bodily injury" or "property damage";
- (2) "Personal and advertising injury":
- (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
- (4) Any claim seeking relief or redress in any form other than monetary damages;
- (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
- (6) Any claim arising from warranties or guarantees made by any insured;
- (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
  - (a) That the insured would have in the absence of the contract or agreement; or
  - (b) Assumed in a contract or agreement that is an insured contract;

- (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured; and
- (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above.
- (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
- c. SUPPLEMENTARY PAYMENTS COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS COVERAGES A, B, AND D
- d. SECTION III LIMITS OF INSURANCE is amended as follows:
  - (1) Item 2. is replaced by the following:
    - 2. The General Aggregate Limit is the most we will pay for the sum of:
      - a. Medical expenses under Coverage C;
      - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
      - c. Damages under Coverage B; and
      - d. Damages under Coverage D.
    - (2) Item 5. is replaced by the following:
      - Subject to 2. or 3, above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
        - a. Damages under Coverage A; and
        - b. Medical expenses under Coverage C,

because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

- c. Damages under Coverage D.
- e. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance is amended as follows:
  - (1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B, or D of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. Excess Insurance, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A, B, or D to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### M. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

- 1. First aid treatment including cardiopulmonary resuscitation (CPR); and
- Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

#### **BLANKET ADDITIONAL INSURED - AUTO**

Section II - Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:
- (1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."
- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
- (b) The coverage and/or limits required by the "insured contract."
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:
  - The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
  - 2. Cancellation Of Policies In Effect
    - a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.2.a.(2) below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
  - (a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named insured of the amount due:
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

- (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of anv policy condition. that substantially and materially increases the hazard insured against. and that occurred subsequent to inception of the current policy period:
- (e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our oblective. uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after Issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed:
- (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

- (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the insurance Department.

#### b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph A.2.a.(2) above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.
- We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- If this policy is cancelled, we will send the first Named insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named insured carcels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

- B. The following is added to the Cancellation Common Policy Condition:
  - 7. If one of the reasons for cancellation in Paragraph A.2.a.(2) or D.2.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.
- C. The following conditions are added:

#### 1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph C.3. below.

#### 2. Conditional Renewal

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to end commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.

## 3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
  - (1) The expiration date; or
  - (2) The anniversary date if this is a continuous policy.
- b. Notice will be malled or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraph C.3.a., b. or c. above by sending the first Named Insured an Incomplete or late conditional renewal notice or a late nonrenewal notice:
  - (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel:
  - (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
  - Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
  - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

- D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
  - Items D.2. and D.3. apply if this policy meets the following conditions:
    - The policy is issued or issued for delivery in New York State covering property located in this state; and
    - b. The policy insures:
      - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
      - (2) For loss of or damage to personal property other than farm personal property or business property; or
      - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
    - c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.
  - 2. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

#### 2. Procedure And Reasons For Cancellation

- a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. But if this policy:
  - (1) Has been in effect for more than 60 days; or

- (2) Is a renewal of a policy we issued; we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
- (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
- (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
  - (a) Issued the policy; or
  - (b) Last voluntarily renewed the policy;
- (6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
- (7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.
- 3. The following are added:

#### a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mall or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last malling address known to us. If notice is mailed, proof of malling will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

#### b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
  - (a) Change of limits; or
  - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in E.1. and E.2. above supersede any contrary provisions in this policy including this endorsement.

If the notice in E.1. or E.2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs f. and g. of the Mortgageholders Condition are replaced by the following:

#### f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
  - (a) The effective date of cancellation of the insured's coverage; or
  - (b) 10 days after we give notice to the mortgageholder.

#### g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
  - (a) The expiration date of the policy; or
  - (b) 10 days after we give notice to the mortgageholder.
- G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
Employment-Related Practices Liability Coverage
Part

Farm Liability Coverage Form
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage

with Paragraph C.3.d. above.

Part

- The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance
- The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enlorce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 7/11/2017

Policy №. KWC1099752

Endorsement No. WC000313

incured

Repid Response Monitoring Services, Inc.

Promlum \$

Insurance Company

Rochdale Insurance Company

Countersigned by

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Effective Date: 07/01/2017

Name of Person or Organization (Additional Insured):

Blanket As Required By Written Contract.

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

#### POLICY NUMBER: PHPK1677560

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET WHERE REQUIRED BY WRITTEN	
CONTRACT	
Information required to complete this Schedule, if not show	vn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket As Required By Written Contract.	
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not sh	nown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

#### CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Intelli-Tec Security Services, LLC 150 Eileen Way Syosset, NY 11791	<ul> <li>1b. Business Telephone Number of Insured</li> <li>315-422-7709</li> <li>1c. NYS Unemployment Insurance Employer Registration Number of Insured</li> </ul>
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number 161432416
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Nassau County 1 West Street Mineola NY 11501	3a. Name of Insurance Carrier  Amtrust Insurance Company of Kansas  3b. Policy Number of entity listed in box "1a"  KWC1099752  3c. Policy effective period  7/11/2017 to 7/11/2018  3d. The Proprietor, Partners or Executive Officers are  included. (Only check box if all partners/officers included)  all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the businessmust provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:	James D. Freyer, Jr (Print name of authorized representative	or lineaged agent of insurance agrical
Approved by:	(Figure)	10/13/2017
Title:	(Signature)	(Date)

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-703-1383

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07) www.wcb.state.ny.us

#### Workers' Compensation Law

#### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified theyein and highling above is a correct phisosophic nongoing indiging bids received.

Date 1 2017 Bull Bull Sull Secret William Common and they are public BID OFFICER.

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## FORMAL BID RECOMMENDATION

BID NUMBER 68002-07057-093 TITLE: CCTV System Upgrade <u>OPEN</u> July 20, 2017

DATE: July 28, 2017

TO: BUYER -

FROM: ADMINISTRATION

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

D-t luly 00, 2017		Bid Results
Date: July 28, 2017  To: Supervisor From: Buyer: Timothy Funaro	Items	Bidder
,		Invoking article nine of the bid terms and
List of recommended awards in accordance with the		conditions (using Nassau County as a reference
attached summary is shown in column at right. The reason for award to other than low bidder is indicated	<u> </u>	on page 5) recommend an award be given to
on the reverse side of this page.		Intelli-Tec Security Services LLC. as the
		lowest responsible bidder meeting
Timothy Tunitro		specifications.
Buyer		
Date:		
To: Director From: Supervisor		
Concur Disagree (See Reverse)		
Correct Bisagree (decriteverse)		
Date:		
To: Buyer From: Director		
Approved for Award		
Hold award pending discussion		
Subject to Legislature Approval		
Director	<u> </u>	

#### Informal bid Title:

#### Comparison OF Bids

bid numbers

% and \$ difference plus or minus over

pre-encumbrance #VALUEI #VALUEI

Recommended Vendor

Requisition #

NA NA

Pre-Encumbrance:

N/A' "

Buyer Purchase Order # Timothy Funaro

Vendors

						Ver	ndors					
		Intelli-Tec Se	curity	Vendor#:	2	Vendor#	3	Vendor # 4		Vendor#	5	
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	4528,40	4528.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4528.40
2	1	17796.30	17796.30	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	17796.30
3	3		12399.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12399.99
4	2		2827.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2827.16
5	1		713.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	713.58
6	3		622.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	622.23
7	10		46296.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46296.30
8	82	376.54	30876.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30876.28
9	2		2950.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2950.62
10	82	18.52	1518.64	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	1518.64
11	82		4859.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4859.32
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12	2				0.00			0.00		0.00	0.00	111.12
13	2		148.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.14
14	10		11703.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11703.70
15	5		1821.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1821.00
16	90		19221.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19221.30
17	90		18109.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18109.80
18	12		688.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	688.92
19	10		2567.90	0.00	0.00	0.00	0.00	0.00		0.00	0.00	2567.90
20	2		1167.90	0,00	0.00	0.00	0.00	0.00		0.00	0.00	1167.90
21	2		2562.96	0.00	0.00	0.00	0.00	0.00		0.00		2562.96
22	1		2145.68	0.00	0.00	0.00	0.00	0.00		0.00		2145.68
23	8	224.68	1797.44	0.00	0.00	0.00		0.00		0.00	0.00	1797.44
24	1	261.72	261.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	261.72
25	15	526.23	7893.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7893.45
26	1		5000,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5000.00
27	1290	98.00	126420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126420.00
28	80		7840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7840.00
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33	0		0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00
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