

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—**  
**INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## INVITATION TO BID

BIDDER'S NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
**Bidders must list a physical address**

MAILING ADDRESS : \_\_\_\_\_  
 (P.O. BOX NUMBER, IF APPLICABLE)

Bids for the above referenced bid number and title will be received until **3:00 PM** on: **JULY 24, 2008** at the Rockland County Purchasing Department, at the above address, at which time and place bids will be publicly opened and read. Specifications and bid forms may be downloaded at [www.hudsonvalleybidsystem.com](http://www.hudsonvalleybidsystem.com) Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE BIDS will NOT be considered.

TERMS: **PRICES TO REMAIN FIRM FOR THE PERIOD OF ONE YEAR FROM DATE OF AWARD WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE YEAR TERMS**

DELIVERY: **NOT APPLICABLE**

Prices are to be quoted F.O.B. DESTINATION, PREPAID with deliveries to be made inside building to:  
**VARIOUS LOCATIONS THROUGHOUT THE COUNTY OF ROCKLAND**

### ***IMPORTANT NOTICE – Bid Distribution:***

The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

**If you have obtained this document from a source other than the Rockland County Purchasing Division or the HVMPG Regional Bid Notification System, it is recommended that you obtain an official copy.**

### NOTE:

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the County of Rockland.

DATED: 6/30/08

COUNTY OF ROCKLAND  
 POMONA, NY  
 BY: PAUL J. BRENNAN, CPPB, C.P.M.  
 DIRECTOR OF PURCHASING

**PLEASE MAKE COPY OF BID FOR YOUR RECORDS**

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law
- Notarized Affidavit of Disclosure as required by Rockland County Code
- Notarized Affirmative Action form
  
- A Bid Deposit in the amount of \$00 as required in the Invitation to Bid  
(See page 6)
  
- As per page 11 of the bid package, the County of Rockland requires a current insurance certificate, with the County of Rockland listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
  
- Experience / References form
- Equipment form
- Rockland County Trade Licenses
- Samples and/or Specifications as required  
 Bidders must send materials, marked with Company Name, Bid No. and Item No. on bid when bidding on or equal items. These must be received prior to bid opening.
  
- OTHER: Certification of Compliance Labor Regulations Form

BIDPRO10.FRM

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**GENERAL CONDITIONS:** All proposals shall be made upon forms furnished by the Director of Purchasing for the County of Rockland and shall be contained in sealed envelopes addressed to County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, Pomona, NY 10970. Forms of proposal as issued by the Director of Purchasing shall be completely filled in, in ink or by typing on original bid form. No photocopies will be accepted.. No bid will be accepted which contains any changes, additions, omissions or erasures.

The Director of Purchasing for the County of Rockland reserves the right to waive any informality and to reject any or all bids.

Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of Purchasing reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

All Vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the County with any and all information as required by law.

The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

No contract hereunder shall, either in whole or part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Director of Purchasing.

Should the successful bidder fail to meet a delivery date required by the specifications, the Director of Purchasing may, at his discretion, cancel the order and terminate the contract. In such event the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

All formal purchase orders dated within the effective date of award will be invoiced at the bid prices regardless of delivery date.

Should any material or equipment delivered fail to meet the specifications, the County Director of Purchasing may, at his discretion require the vendor in writing to replace the same with material or equipment which does meet the specification and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

The County reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of the County of Rockland. Delivery must be made as ordered and in accordance with the proposal and specification.

This Invitation to Bid document is prepared in Microsoft Word Office (Office for Windows 2003) format. Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Rockland.

Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract. The award contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

The Contractor shall comply with all the provisions of the laws of the County of Rockland, the State of New York and the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

The County of Rockland reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the County and the Contractor.

**DRUG-FREE WORKPLACE ACT OF 1988:** All Contractors providing property or services to the County of Rockland valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-Free Workplace Act of 1988 ("Act") takes effect on March 18, 1989. The Act applies to any federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program. Covered contractors are also required to establish an awareness program informing employees of the dangers of workplace drug use, the employer's drug-free workplace policy, services available for dealing with drug problems and penalties for drug abuse violations. (A covered contractor who is an individual as opposed to a partnership or corporation need only certify in the contract that he will not engage in the unlawful manufacture, distribution or use of a controlled substance.)

A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally convicted for workplace drug violations that the agency believes the contractor is not making a good faith effort to establish and maintain a drug-free workplace. As used in this Act, the term "contractor" means the person responsible for performing the contract. Since there are presently no regulations on this Act, it is not clear whether the Act will apply to subcontractors and suppliers of federal contractors. The Drug Abuse Policy Office has stated that the contracting agency will determine whether the Act applies to subcontractors.

**QUALITY ASSURANCE PROGRAM:** Vendor agrees to participate in the County of Rockland's Quality Assurance Program. Vendor agrees to meet with the Director of Purchasing within 72 hours notice to address problems related to product and/or service. Failure to meet with the Director and outline corrective actions will result in repeal of award.

GENCON.DOC REV. 01/05

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**VENDORS NAME:** \_\_\_\_\_

**NON-BIDDER’S RESPONSE**

For the purpose of facilitating your firm’s response to our invitation to bid, the County of Rockland is interested in ascertaining reasons for prospective bidder’s failure to respond to “Invitations to Bid”. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this “Invitation to Bid” for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

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

**Thank you for your participation in this bid.**

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE:
AUDIO-VISUAL AND SATELLITE EQUIPMENT—
INSTALLATION, MAINTENANCE AND REPAIR

BID NUMBER:
RFB-RC-08-078

AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS PURSUANT TO CHAPTER 323
OF THE ROCKLAND COUNTY CODE

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ EXT: \_\_\_\_\_ TELEFAX NO.: \_\_\_\_\_

THE REPORTING ENTITY IS (Check one of the following):

\_\_\_\_\_ AN INDIVIDUAL \_\_\_\_\_ A PARTNERSHIP \_\_\_\_\_ A CORPORATION

THE REPORTING ENTITY: (Check One)

\_\_\_\_\_ Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

\_\_\_\_\_ Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00).

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING OFFICERS, OR MAJORITY SHAREHOLDERS, HAVE DIRECTLY OR INDIRECTLY MADE THE FOLLOWING CONTRIBUTIONS TO THE PERSONS OR ORGANIZATIONS LISTED BELOW. (PLEASE LIST ALL CONTRIBUTIONS HAVING A VALUE IN EXCESS OF TWO HUNDRED DOLLARS (\$200.00) PER YEAR MADE TO ANY POLITICAL PARTY OR ANY INDIVIDUAL OR ANY COMMITTEE FOR AN INDIVIDUAL RUNNING FOR PUBLIC OFFICE IN ROCKLAND COUNTY OR IN A DISTRICT IN WHICH ROCKLAND COUNTY IS LOCATED, FOR A PERIOD OF THREE (3) YEARS PRIOR TO THE DATE OF THIS AFFIDAVIT.):

NOTE: PLEASE ANSWER "NONE" OR LIST EACH CONTRIBUTION SEPARATELY.

(Use additional sheets if necessary)

Table with 5 columns: NAME OF CONTRIBUTOR, RELATIONSHIP TO REPORTING ENTITY, CONTRIBUTION MADE TO, DATE OF CONTRIBUTION OF, VALUE & NATURE OF CONTRIBUTION

I am the \_\_\_\_\_ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary public

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**AFFIDAVIT OF NON-COLLUSION**

The undersigned, having a principal place of business at:

NAME OF BIDDER: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ EXT.: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEFAX NO.: \_\_\_\_\_

and being experienced and responsible for the performance of the same, agrees to furnish and deliver F.O.B., *Inside Delivery* to locations as specified, at the prices set forth by bidder in the specifications hereto annexed. The amount of the bid deposit, accompanying this bid is:  \$500.00  5% of Total Bid  Waived  Other: \_\_\_\_\_ in the form of a Certified Check or Bid Bond.

**CERTIFICATION AND SIGNATURE FORM**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
Type Name & Company Position

\_\_\_\_\_ DAY OF 20\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Federal I.D. Number

bidproc9.frm rev. 11/96

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## INFORMATION TO BIDDERS

### OBLIGATION OF BIDDERS

Before submitting a bid, bidder must become fully familiar with the work to be done. Prior to submitting bid, each bidder is encouraged to visit site:

PLEASE SEND IN ALL QUESTIONS TO THE ATTENTION OF MR. PAUL BRENNAN VIA FAX (SEE PAGE 19).

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

### BID SECURITY

Each bid shall be accompanied by a certified check made payable to the County of Rockland in the amount indicated on the attached Affidavit of Non-Collusion. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by the County Attorney.

Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

### AWARD OF CONTRACT

Award of contract will be made to the lowest responsible qualified bidder whose proposal shall comply with all of the provisions required to render it formal. The County or the Director of Purchasing reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the county will be served. The County or the Director of Purchasing may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The county reserves the right to award this contract either on an item-by -item basis or as a total award of all items in combination.

### EXECUTION OF CONTRACT

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

### NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## GENERAL CONDITIONS

### FORM OF PROPOSAL

All proposals shall be made upon forms furnished by the Director of Purchasing of the County of Rockland and shall be contained in sealed envelopes addressed to PAUL J. BRENNAN, CPPB, C.P.M., Director of Purchasing, County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, 50 Sanatorium Road, Pomona, NY 10970.

Form of proposal as issued by the county shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

### EXPERIENCE & EQUIPMENT

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Bidder to list equipment owned or leased necessary for the execution of this contract. Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

### BONDS

The Contractor shall furnish a performance bond in a sum equal to {        }% of the annual contract, renewable annually for the term of the contract.

If this box is checked, a performance bond IS REQUIRED.

### CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the County of Rockland. Neither the full faith and credit nor the taxing power of the County of Rockland is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

### APPRENTICE EMPLOYEES

At the time of the execution of the Contract, the Contractor must list any apprentice employees he presently employs, and proof that they are enrolled in an approved New York State apprentice training program.

### ASSIGNABILITY OF CONTRACT

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of 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 DIRECTOR OF PURCHASING OR AUTHORIZED PURCHASING PERSONNEL awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

### SUBCONTRACTORS

- a) Contractor agrees not to subcontract any portion of the work to be performed hereunder without the prior written consent of DIRECTOR OF PURCHASING OR AUTHORIZED PURCHASING PERSONNEL. Any subcontractor consented to, must agree to all the terms and conditions of this Agreement and Contractor will be liable for the conduct of such subcontractor to the same extent as Contractor's liability under this Agreement.
- b) Nothing contained in this Agreement shall create any rights in favor of a subcontractor, supplier or other party as against DIRECTOR OF PURCHASING OR AUTHORIZED PURCHASING PERSONNEL. Subcontractors, suppliers or other parties shall not be deemed third party beneficiaries of this Agreement.



**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

#### **COMMENCEMENT OF WORK**

Work hereunder shall be started within ten (10) days after the execution of the contract. All work schedules must be submitted for review by the Owner, and integrated with all trades on job and the Owner.

#### **MATERIALS**

All materials used in the work shall be of the best grade of their respective kinds for the purpose.

#### **SAFETY / OSHA REQUIREMENTS**

ALL CONTRACTORS AND/OR VENDORS SHALL BE REQUIRED TO WEAR HARD HATS AND SAFETY PROTECTIVE EQUIPMENT WHILE DOING WORK FOR AND/OR BEING ON ROCKLAND COUNTY PREMISES AS THE JOB REQUIRES. THIS DIRECTIVE IS EFFECTIVE IMMEDIATELY AND SHALL BE ENFORCED.

NO WORK WILL BE AUTHORIZED OR PERFORMED WITHOUT PROPER SAFETY PROTECTION EQUIPMENT ADHERING TO THE MOST RECENT OSHA STANDARDS AND IT IS THE VENDOR'S RESPONSIBILITY TO SUPPLY THE NECESSARY ITEMS OF EQUIPMENT.

#### **RIGHT TO KNOW LAW**

"The successful bidder at the time of delivery of any toxic substance, which is defined as any substance with is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Director of Purchasing:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material."

#### **AMERICANS WITH DISABILITIES**

"The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs."

#### **AMENDMENTS TO BID**

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**Receipt Confirmation Form**

**Please complete and return this confirmation form within 5 working days of receipt of bid package to:**

PAUL J. BRENNAN, CPPB, C.P.M.  
Director of Purchasing, Department of General Services  
County of Rockland  
Sanatorium Road, Bldg. A, Pomona, NY 10970  
Tele. (845) 364-3820 Fax: (845) 364-3809

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ EXT: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted BID.

\_\_\_\_\_ We will be submitting a Bid

\_\_\_\_\_ We will not be submitting a Bid

I authorize the County of Rockland to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

**INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

A.  Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL).

or

B.  Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL); with two million dollars excess of one million dollars.

**WORKERS COMPENSATION:** The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates to be provided to the County of Rockland.

**COMPREHENSIVE AUTOMOBILE INSURANCE:** The CONTRACTOR procure, pay for, and maintain during the entire term of the contract in an amount no less than \$300,000/\$500,000 for each occurrence for bodily injury, and \$100,000 for each occurrence of property damage.

**DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE:** The Contractor shall procure, pay for, and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificates to be provided to the County of Rockland.

**MALPRACTICE INSURANCE:** (I.E. professional liability) in the amount of no less than one million and 00/100th (\$1,000,000.00) dollars.

If this box **IS CHECKED**, malpractice insurance **IS REQUIRED**.

**CONTRACTOR TO HAVE ALL OTHER INSURANCE REQUIRED BY LAW.**

When the CONTRACTOR signs and returns this agreement, contractor shall provide the County (Department of Purchasing) with a policy endorsement showing the above required insurance. The County of Rockland shall be named as additional insured on **all** insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the County of Rockland. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to the County, this agreement shall not be effective and no moneys shall be paid or given to the CONTRACTOR.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**USE OF PREMISES**

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the County of Rockland. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

**FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and terminate the contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

**COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

**A. NON-COLLUSIVE BIDDING CERTIFICATION**

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency of official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(a) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other 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.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**A. NON-COLLUSIVE BIDDING CERTIFICATION continued....**

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award no shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the Corporation.”

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

The County of Rockland or the Director of Purchasing reserves the right to waive any informality or to reject any or all bids.

The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

**B. LABOR LAW**

The Contractor shall conform to all applicable requirements of Article 8 of the Labor Law, including the following:

(1) A stipulation that no laborer, worker or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.

(2) A provision that each laborer, worker or mechanic, employed by the Contractor, Subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer. Bidder agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the public and governmental authorities. **(SEE ATTACHMENT)**

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**B. LABOR LAW continued.....**

(3) Contractor agrees:

- a) that in the hiring of employees for the performance of work under this contract, no Contractor or any person acting on behalf of such Contractor shall by reason of race, creed, color or national origin, or sex, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.
- b) that Contractor nor any person on contractors behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin or sex.
- c) that there may be deducted from the amount payable to the Contractor by the State of Municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- d) that this contract may be cancelled or terminated by the State or Municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions of this section of the contract, and

(4) The Contractor agrees that in the event employees will be hired for this project, he will make a good faith effort to employ persons residing in Rockland County for the particular job title required. Similar consideration will be given to Rockland County suppliers and subcontractors, as needed.

**C. SOCIAL SECURITY TAXES:**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

**D. DISCRIMINATION IN EMPLOYMENT**

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

**E. AFFIDAVIT OF DISCLOSURE**

Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with the County of Rockland. Section 3 of the Local Law states that:

“All corporations, partnerships or individuals prior to submitting a bid to the County of Rockland in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period or three years prior to the date thereof. Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed.”

Bidder shall submit the original Affidavit of Disclosure, completed and notarized, included in this bid package with his bid.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**F. AFFIRMATIVE ACTION PLAN**

“The bidder agrees to comply with Resolution 471 of 1975 and will submit with its bid an affirmative action plan if its business, 1) employs a minimum of 15 employees, and 2) does a minimum of \$50,000 per annum business with Rockland County. The bidder further understands and agrees that if an affirmative action plan is required, but not attached to the bid documents, the bid will not be awarded.”

**G. BUSINESS CORPORATION LAW**

At the time of the execution of this contract, the contractor shall submit a certified document from the Secretary of State of New York verifying the contractor is licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.

**LICENSE:**

In accordance with Local Law #11 of 1967, Licensing of Electricians and Local Law #17 of 1974, Licensing of Plumbers, HVAC and Refrigeration, and subsequent amendments, the contractor shall possess a valid license at the time of execution of the contract.

**HOLD HARMLESS CLAUSE**

The Contractor shall defend, indemnify, save & hold harmless the County of Rockland, it's agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

**CHANGES**

If changes in the work are required, they will be directed in writing by field order. In the event a change requires adjustment in costs, the following methods may be used:

- a. Agreed upon lump sum.
- b. Verified cost for time and materials, plus a mark-up of 10% overhead and 10% profit.
- c. Processed with work and review at later date.
- d. In no event may the contractor stop the work due to an inability to arrive at an agreed upon method of billing, but must proceed “under protest.”

**EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**GUARANTEE**

Upon completion and acceptance by the Owner, the Contractor shall guarantee, in writing, to the Owner that all items supplied by contractor are free from any and all defects in workmanship and materials for a period of 1 year, and that all items will develop capacities and characteristics as specified. If, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will remedy them without cost to County. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in notice from County, County may have such work done and Contractor shall be responsible to pay for it.

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**AFFIRMATIVE ACTION PLAN**

State of New York)  
:SS  
County of Rockland

\_\_\_\_\_ being duly sworn, deposes and  
says that he is the \_\_\_\_\_  
of the \_\_\_\_\_ Corporation. That I (DO) (DO NOT) employ fifteen (15)  
employees and I (DO) (DO NOT DO) a minimum of \$50,000 per annum business with the County of Rockland.

Based on the above information, attached hereto, is an Affirmative Action Plan or, because of the above, no Affirmative  
Action Plan is necessary.

\_\_\_\_\_ SIGNED

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
200\_\_\_\_

Notary Public: \_\_\_\_\_

\*\*Strike out non-applicable information



COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**CERTIFICATE OF EQUIPMENT**

I, \_\_\_\_\_,

hereby certify that \_\_\_\_\_  
is the owner or leasee of the equipment necessary for the execution of this Contract, and further

certify that \_\_\_\_\_  
is fully prepared with the necessary capital, material and machinery to conduct this work as herein  
specified. The equipment available for the execution of this contract is listed below:


\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER**

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**CERTIFICATION OF EXPERIENCE**

(THIS FORM MUST BE FILLED IN BY VENDOR)

I \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY) \_\_\_\_\_

\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—**  
**INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

**ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING.**

(PLEASE USE THIS FORM AND TELEFAX TO 845-364-3809 TO THE ATTENTION OF PAUL, J. BRENNAN, DIRECTOR OF PURCHASING. WE WILL RESPOND AS SOON AS POSSIBLE.)

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

**Vendor Name:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

COUNTY OF ROCKLAND - DGS-PURCHASING  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## CERTIFICATION OF COMPLIANCE

### LABOR REGULATIONS

The contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

1. **Prevailing Wage Rate**

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York.

- Where delivery and installation of material is required, the contractor agrees to comply with Article 8-Public Work, of the NYS Labor Law and its current prevailing wage schedule.
- Where delivery in place is required, the contractor agrees to comply with Article 9, Prevailing Wages for Building Service Employees, of the NYS Labor Law and its current prevailing wage schedule.

2. **Social Security Taxes**

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

3. **Labor Laws**

The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Workers Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County.

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Print Name and Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

LABOR.FRM

This Invitation to Bid document is prepared in Microsoft Word Office (Office for Windows 2003) format. Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the County of Rockland.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

## SPECIFICATIONS

### 1. SCOPE

- 1.1. The successful Contractor is to provide maintenance, repairs, and installation services for audio-visual and satellite equipment owned and operated by the County of Rockland. This bid is NOT a contract for the purchase of Audio-Visual Equipment. The parts to be purchased on this bid are those parts that are necessary in order to repair, maintain, or install equipment purchased separately.

### 2. EXAMPLES OF TYPES OF EQUIPMENT

- 2.1. Televisions 19” – 35”
- 2.2. Multi-Image Projection Units (LCD, DPL, etc.)
- 2.3. Satellite Receiver
- 2.4. Satellite Dish
- 2.5. Audio Systems
- 2.6. Video Players, Editing/Regular
- 2.7. Slide Projectors and Slide to Video Converters
- 2.8. Overhead Projector
- 2.9. Photo Projector
- 2.10. Film & Film Strip Projections
- 2.11. Screens Projection and Video (Electric)
- 2.12. Video Editing Equipment
- 2.13. Display Devices (Plasma Panels etc.)
- 2.14. Visual Presentation Boards
- 2.15. Digital Cameras & Video Cameras

### 3. REQUIREMENTS

- 3.1. Response Time - the successful bidder agrees to provide service response within:
- 3.1.1. Four hours for emergency repairs to the Rockland County Sheriff’s Department and the Office of Emergency Services. Within 24 hours for all other services.
  - 3.1.2. Twenty-four (24) hours for all other County of Rockland Departments.
  - 3.1.3. Bidder must have a 24 hour, seven day-a-week service number to receive requests.
- 3.2. Payment - the successful bidder shall be paid for each job authorized with a purchase order, issued by the County of Rockland Purchasing Department. Properly executed invoices shall be submitted according to these requirements listed below:

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
 INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

- 3.2.1. Labor Charges - the invoice must list specifically the number of man-hours worked. The contractor's labor charges must correspond to the rates which he will supply with the bid. The bidder agrees and hereby certifies that all labor charges contained in the bid's invoices shall be only those that were required and necessary to complete the required repair work.
- 3.2.2. Material Costs - the invoice must list specifically all parts which the contractor has purchased from other sources and the cost to him for each. **The County of Rockland requires verification of these costs by copy of the invoice as submitted to the contractor for payment.** The bidder agrees and hereby certifies that all parts and materials which he purchases shall be at the lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchase be made. All parts must be new and of first quality.
- 3.3. Experience - Contractor must have a minimum of three years experience installing and/or repairing audio-visual and satellite equipment. The vendor is to submit a list of references (page 19) where similar repairs and/or maintenance have been done in the past three years.
- 3.4. Termination - any contract originated from this Bid may be terminated for any reason, by either party, on 30 days written notice.
- 3.5. General Conditions
- 3.5.1. The vendor is to be experienced and have staff who is trained and responsible for working on all types of audio-visual and satellite equipment to include, but not limited to: televisions, VCR's, projectors, audio systems, etc.
- 3.5.2. Some repairs may be made at County of Rockland facilities and some equipment may be brought to the successful bidder's shop.
- 3.5.3. The successful bidder must stock an inventory of repair parts. Inventory stocked shall represent those parts needed most for normal repairs.
- 3.5.4. The vendor must have sufficient personnel to be able to respond to at least two calls simultaneously.
- 3.5.5. **Equipment shall not be purchased from this bid.**
- 3.6. Work to Include - service, troubleshoot, repair, remove and install audio-visual and satellite equipment, and any other equipment listed in section two of these specifications.
- 3.7. Repairs, Maintenance, and Installation
- 3.7.1. Cost of labor to be calculated on an hourly basis utilizing trained audio-visual and satellite technicians.
- 3.7.2. Vendor to furnish all tools and equipment necessary to accomplish the job in a satisfactory manner at no additional cost.
- 3.7.3. Purchase order numbers will be issued by the Purchasing Department for all repair work. Do not undertake any repair or installation without getting a purchase order number.
- 3.7.4. Replacement materials are to be charged at vendor's cost plus percentage markup as specified in bid.

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE:**  
**AUDIO-VISUAL AND SATELLITE EQUIPMENT—  
INSTALLATION, MAINTENANCE AND REPAIR**

**BID NUMBER:**  
**RFB-RC-08-078**

- 3.7.5. Detailed descriptions of all repair work must accompany all invoices.
- 3.7.6. All installation, maintenance, and repair work must be guaranteed for 90 days.
- 3.7.7. All services and repairs must meet with the approval of the County of Rockland.
- 3.7.8. Vendor must own test equipment sufficient to field test audio-visual and satellite equipment.

**4. AWARD**

- 4.1. Award will be made to the lowest responsible bidder. All quantities shown are estimates. The successful bidder will be required to furnish quantities that may be more or less than the listed estimated quantities.

**5. VENDORS NOTE:**

- 5.1. No work is to be done without a purchase order number.
- 5.2. All invoices must show purchase order number and department name.
- 5.3. All invoices must show charges for parts and labor separately.
- 5.4. No travel time allowed. No minimum allowed.

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809	VENDOR: _____  _____
---	----------------------------

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	<b>HOURLY COSTS FOR TECHNICIANS FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF ALL AUDIO-VISUAL AND SATELLITE EQUIPMENT - NO TRAVEL TIME. AS PER THE ATTACHED SPECIFICATIONS</b>					
1	Labor Rates for Monday to Friday 8:00 AM to 4:00 PM	93906000001	100	HOUR		
2	Labor Rates for Monday to Friday Emergency Response 8:00 AM to 4:00 PM	93906000008	4	HOUR		
3	Labor Rates for Monday to Friday Emergency Response 4:00 PM to 8:00 AM	93906000009	2	HOUR		
4	Labor Rates for Weekend Emergency Response 8:00 AM to 4:00 PM	93906000010	1	HOUR		
5	Labor Rates for Holiday Emergency Response	93906000014	2	HOUR		
6	<b>Total extended price for Technician</b>					
8	<b>Percent Mark-Up</b> Mark-Up for any parts and materials which may be required to perform installation, maintenance, and repair on audio-visual and satellite equipment (see paragraph 3.2.2 of bid specifications.). ENTER PERCENTAGE IN UNIT COST ADD PROPOSED MARKUP TO ESTIMATED QUANTITY TO ARRIVE AT EXTENDED PRICE.		\$3,000	DOLLAR		



COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809	VENDOR: _____  _____
---	----------------------------

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
<p><b>Prompt Payment Discount</b>                      Bidder offers a prompt payment discount of _____% _____ days or _____% _____ days, to apply after receipt of invoice or final acceptance of products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% - 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days will not be considered in the price evaluation of your bid. Payment terms offering 20 calendar days or more, will be considered in the bid evaluation.</p>						