Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

September 25, 2017

David Antar
President
A+ Technology & Security Solutions, Inc.
1490 North Clinton Avenue
Bayshore, NY 11706

Re: Agreement with Suffolk County Community College
19-CC-003 – Access Control Equipment and Hardware - 2017/2018 Renewal

Dear Mr. Antar:

Suffolk County Community College is exercising its option to renew the Agreement with A+ Technology & Security Solutions, Inc. (19-CC-003) for one year beginning **December 1, 2017 through November 30, 2018** on the same terms and conditions as the existing Agreement.

Please indicate your approval by signing both originals of this letter, retaining one original for your files, and returning one original to the attention of:

Kathryn S. Mattia
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

Thank you.

Sincerely,

Gail Vizzini
Vice President, Business and
Financial Affairs

A+ Technology & Security Solutions, Inc.

By: _____ 9/29/17
David Antar Date
President

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

September 26, 2016

David Antar
President
A+ Technology & Security Solutions, Inc.
1490 North Clinton Avenue
Bay Shore, NY 11706

Re: Agreement with Suffolk County Community College
19-CC-003 – Access Control Equipment and Hardware – 2016/2017 Renewal

Dear Mr. Antar:

Suffolk County Community College is exercising its option to renew the Agreement with A+ Technology & Security Solutions, Inc., (19-CC-003) for one year beginning December 1, 2016 through November 30, 2017 under the same terms and conditions as the original Agreement.

Please indicate your approval by signing both originals of this letter and returning one original to the attention of:

Kathryn S. Mattia
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

In order to fulfill your contractual obligations to the College, it is kindly requested that you forward to us a Certificate of Liability Insurance evidencing coverage in force for the Term of the Agreement.

Thank you.

Sincerely,

Gail Vizzini
Vice President, Business and
Financial Affairs

A+ Technology & Security Solutions, Inc.

By: _____ 10/13/16
David Antar Date
President

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Legal Affairs

September 21, 2015

David Antar
President
A+ Technology & Security Solutions, Inc.
1490 North Clinton Avenue
Bay Shore, NY 11706

Re: Agreement with Suffolk County Community College
Access Control Equipment and Hardware – 2015/2016 Renewal

Dear Mr. Antar:

Suffolk County Community College is exercising its option to renew the Agreement with A+ Technology & Security Solutions, Inc. (19-CC-003) for one year beginning December 1, 2015 through November 30, 2016 on the same terms and conditions as the original Agreement, enclosed.

Please have one (1) original of this letter signed and returned to the attention of:

Kathryn S. Mattia
Senior Legal Secretary
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

In order to fulfill your contractual obligations to the College, it is kindly requested that you forward to us a Certificate of Liability Insurance evidencing coverage in force for the term of the Agreement as specified on Pages 2 and 3.

Thank you.

Very truly yours,

Gail Vizzini
Vice President of Business and
Financial Affairs

A+ Technology & Security Solutions, Inc.

By: _____
David Antar
President

Encl.

SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement

TO: David Antar
President
A+ Technology & Security Solutions, Inc. ("Contractor")
1490 North Clinton Avenue
Bay Shore, NY 11706

FROM: Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College ("College")
533 College Road
Selden, NY 11784

DATE: December 10, 2014

RE: Agreement for Installation of Access Control Equipment and Hardware for new doors, retrofit existing doors for card access, provide maintenance and repair services, install and program smart key cores as well as provide services and planning specifications for campus construction and renovation projects, as more fully described in Attachment A, attached hereto.

TERM: December 1, 2014 – November 30, 2015, with four (4) one (1) year options to renew to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon by both parties.

COST: As described in Attachment A herein

1. The amount specified above constitutes the full obligation of the College for contractual services for the Installation of Access Control Equipment and Hardware, together with onsite maintenance and repairs as specified in Attachment A attached hereto and made a part of this Agreement.

2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or it right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.

3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.

4. It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.

5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.

6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

7. It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by mutual written agreement.

8. Contractor represent and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that Contractor has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

9. Contractor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

10. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:

a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and

b. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law section 108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this license for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

If the above terms and conditions are acceptable, please sign where indicated and return three (3) originals as soon as possible to:

Suffolk County Community College
Office of Legal Affairs, NFL-230
533 College Road
Selden, NY 11784-2899

Approved: _____ Date 12/23/14
Gail Vizzini
Vice President for Business and
Financial Affairs

APPROVED AS TO LEGALITY

_____
Louis J. Petrizzo
College General Counsel
Suffolk County Community College

Date 12/23/14

A+ TECHNOLOGY & SECURITY SOLUTIONS, INC.

_____
David Antar
President

Date 12/16/14

FID# 11-3571518

ATTACHMENT A

REQUIREMENTS

1. **Intent:**
   Suffolk County Community College (College) is seeking a vendor to support the **Personna Access Control** software platform and the **Medeco Smart/Hybrid Key Software/Cores.**

   The College currently has one building that uses the above referenced system. In the next three years, the system will expand to two additional new buildings as well as multiple other doors in at least 18 buildings college-wide.

2. **Award:**
   Award, if any, will be made to the lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, or upon the basis of best value, in accordance with the College's Procurement Policy. The award will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

3. **Term of Agreement:**
   Period covered shall be for one (1) year from the date of an award with four (4) one (1) year renewal options to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon by both parties.

4. **Prices:**
   Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Thereafter, increases in labor and/or material costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications or other increases auditable by the College. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director. The decision as to whether or not such increases will be granted shall be made by the Vice President of Business and Financial Affairs and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Agreement be rebid.

5. **Payment Terms:**
   For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to Suffolk County Community College, Accounts Payable Department attention Salvatore Arnold (NFL Building, 533 College Road, Selden, NY 11784). Payment will be made within thirty (30) days after approval by the College. Invoice must reference the order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be returned to the Contractor unpaid.

6. **Deficient Service Procedure:**
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 College 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 College 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 College 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.

7. **Disclaimer:**
The contract executed 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 College of a Purchase Order. The Model Agreement is attached hereto in Section VI and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to purchase, and no materials are to be delivered or services performed without a Purchase Order. The College shall be under no obligation whatsoever to issue such Purchase Orders.

8. **Specifications:**

The Contractor shall: install access control equipment/hardware for new doors; retrofit existing doors/frames for card access; provide maintenance repair services(including software support); install and program smart key cores; provide services and planning specs for campus construction/renovation projects; be able to provide print capable proximity HID cards for purchase and accessories(lanyards; holders; etc) for ID cards.

Minimum Requirements: The Contract must have been in the access control business under the same name for at least five (5) years. The Contractor must be a bonded locksmith and must be Persona software certified by ASSA ABLOY.

College Management and Responsibility: The Director of Networking and the Director of Public Safety will coordinate the access control requirements and requests. The College will provide the networking support; controlled access to the server when needed; activation and testing of ethernet cables. The College will also work with the Contractor on project scheduling; door hardware review and selection. At times, the College facilities planners/architects will consult with the Contractor on proposed designs and renovations.

Hardware Specifications: The College will use Sargent hardware; HID readers as a standard for access control. There will be unique applications that may require different hardware which will be reviewed by the College. The College will attempt to use hard wired (PoE) access control at all applications but the Contractor should be ready to support wireless access control scenarios. The Contractor should be ready to provide a broad range of access control components from the ASSA ABLOY hardware grouping that will enable the college to provide security. The Contractor will be required to be a certified integrator for the software and hardware specifications listed in this contract.

Non- Door Applications: The Contractor shall be able to provide access control options for all cabinet applications; storage spaces; and padlocks. If possible, the College will require the use of the listed access control systems as a priority.

Maintenance and Repair Services:

- The Contractor will provide repair services when access control systems fail. The College will verify network activity to the lock before calling in for service. SCCC Public Safety will call in all service calls. The Contractor shall be able to respond the same day or the following business day for service. Contractor must check-in and out with the SCCC Public Safety office.
- In the event of a facility emergency the Contractor may be required to assist the college in mitigating the access control systems. Emergency calls may occur 24/7 and will need same day response.
- All software servicing and upgrades required will have to pre-approved and scheduled in advance with the Director of Networking or the college IT designee. The Contractor will not have 24/7 access rights into the College network.

Providing Quotes: The Contractor will be asked to provide quotes for projects and proposals. The Contractor must understand that the College may choose not to move forward with the projects due to funding or other planning changes. Quotes must be provided within 5 business days. The College will not reimburse the Contractor for the time spent preparing quotes.

Background Security Checks for Technicians: The Contractor must provide a list of technicians that will be servicing the College with background checks for review.

Code Requirements: All work must meet NYS building code requirements; NFPA and NEC codes.

Warranty: All labor shall be guaranteed for a period of 1year from the date of acceptance. All parts and materials shall be guaranteed for a minimum of 90 days.

9. **Site Visit:**

October 30, 2014, 9:00 a.m.

COST

All pricing shall include travel time and fuel costs. All parts and materials will be certified cost plus 15% (certified cost must be documented).

Hourly Rate for Service Calls during normal working hours	$150.00 per hour
Hourly Rate for Service Calls after normal working hours	$225.00 per hour
Hourly Rate for Service Calls on Saturday	225.00 per hour
Hourly Rate for Service Calls on Sunday	$300.00 per hour
Hourly Rate for Service Calls on Holidays	$300.00 per hour
Hourly Rate for Emergency Response	$300.00 per hour

Contractor shall define the following working hours:

Normal working hours: From 8:00 a.m. to 5:00 p.m. MON-FRI

After normal working hours: From 5:00 p.m. to 8:00 a.m.