1.
Committee Agendas
Documents:

E-10-2-17.pdf
F-10-2-17.pdf
GS-10-2-17.pdf
H-10-2-17.pdf
MA-10-2-17.pdf
PL-10-2-17.pdf
PS-10-2-17.pdf
PW-10-2-17.pdf
R-10-2-17.pdf
TV-10-2-17.pdf
VS-10-2-17.pdf

2.
Contracts
Documents:

A-45-17 NCWEB.pdf
A-49-17 NCWEB.pdf
E-190-17 NCWEB.pdf
E-192-17 NCWEB.pdf

3.
Rules Addendum
Documents:

R-10-2-17 ADDENDUM.pdf

4.
Meeting Minutes
Documents:

FINANCE COMMITTEE, 10-02-17.pdf
FULL LEGISLATURE 2017 BUDGET HEARING, 10-02-17.pdf
PUBLIC SAFETY COMMITTEE, 10-02-17.pdf
RULES COMMITTEE, 10-02-17.pdf

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

OCTOBER 2, 2017 1:00 PM

Denise Ford – Chairwoman
Howard Kopel– Vice Chairman
James Kennedy
Steven Rhoads
– Ranking
Siela A. Bynoe
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

OCTOBER 2, 2017 1:00 PM

Richard Nicolello – Chairman
Vincent Muscarella – Vice Chairman
Rose Marie Walker
Donald MacKenzie
Siela A. Bynoe, Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
351-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018; TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONEYS TO BE RAISED BY TAXATION WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; COUNTY DEBT SERVICE; COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY SEWER AND STORM WATER FINANCE AUTHORITY FUND; COUNTY ENVIRONMENTAL BOND FUND; AND COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND PURPOSES FOR THE AFOREMENTIONED 2018 FISCAL YEAR PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK, THE COUNTY LAW, THE LOCAL FINANCE LAW, AND THE GENERAL MUNICIPAL LAW. 351-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
352-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE FIXING THE TAX RATES AND LEVYING TAXES FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, UPON TAXABLE PROPERTIES WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; NASSAU COMMUNITY COLLEGE; COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND; COUNTY ENVIRONMENTAL BOND FUND; NASSAU COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY DISPUTED ASSESSMENT FUND; AND FOR THE AFOREMENTIONED 2018 FISCAL YEAR FOR TOWN, TOWN HIGHWAY, TOWN GENERAL FUND, TOWN GENERAL FUND-PART TOWN, TOWN SPECIAL DISTRICT, UNPAID WATER CHARGES IN ARREARS, TOWN SIDEWALK AND CURB ASSESSMENT AND OTHER LAWFUL PURPOSES AND ALLOCATING REVENUES FROM CERTAIN SALES TAXES IMPOSED WITHIN THE COUNTY OF NASSAU OUTSIDE OF THE CITY OF LONG BEACH AND DETERMINING THE EQUALIZATION RATES IN RELATION THERETO AND AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE AND THE CLERK OF THE NASSAU COUNTY LEGISLATURE TO EXECUTE SEPARATE TAX WARRANTS ADDRESSED TO THE RECEIVERS OF TAXES OF THE TOWNS AND CITIES WITHIN THE COUNTY OF NASSAU FOR THE COLLECTION OF THE SEVERAL SUMS MENTIONED THEREIN; PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE TAX LAW, THE TOWN LAW AND THE EDUCATION LAW OF THE STATE OF NEW YORK. 352-17(OMB)
353-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO ADOPT THE MULTI-YEAR FINANCIAL PLAN FOR FISCAL YEARS 2018-2021, AS REQUIRED BY SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, AND ALL FINANCIAL POLICIES INCLUDED THEREIN. 353-17(OMB)

354-17	**LE**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE BUDGET FOR THE COUNTY LEGISLATURE FOR THE COUNTY OF NASSAU FOR THE TWELVE-MONTH 2018 FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018 AND TO APPROPRIATE REVENUES FOR SAID BUDGET PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY; THE NASSAU COUNTY ADMINISTRATIVE CODE; THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND CHAPTER 14 OF THE LAWS OF 1995. 354-17(LE)
361-17	**OMB**	**F, R**	**PROPOSED LOCAL LAW NO. -2017** A LOCAL LAW AMENDING TITLE 24 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY, IN RELATION TO EXTENDING THE HOTEL AND MOTEL OCCUPANCY TAX. 361-17(OMB)
362-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY PROBATION DEPARTMENT. 362-17(OMB)
363-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION, & MUSEUMS. 363-17(OMB)
367-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)
368-17	**AS**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND /OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 368-17(AS)

369-17	**AS**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 369-17(AS)
			THE FOLLOWING ITEMS MAY BE UNTABLED
148-17	**PW**	**F, R**	**ORDINANCE NO. -2017** A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $6,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 148-17(PW)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

OCTOBER 2, 2017 1:00 PM

James Kennedy – Chairman
Denise Ford – Vice Chairwoman
Richard Nicolello
Laura Schaefer
Ellen Birnbaum– Ranking
Siela A. Bynoe
Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Rose Marie Walker – Chairwoman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Delia DeRiggi-Whitton – Ranking
Siela A. Bynoe
Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

OCTOBER 2, 2017 1:00 PM

Steve Rhoads – Chairman
James Kennedy– Vice Chairman
Denise Ford
Rose Marie Walker
Siela A. Bynoe – Ranking
Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

OCTOBER 2, 2017 1:00 PM

Laura Schaefer - Chairwoman
Steve Rhoads - Vice Chairman
Denise Ford
James Kennedy
Arnold Drucker – Ranking
Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

OCTOBER 2, 2017 1:00 PM

Donald MacKenzie - Chairman
Steve Rhoads - Vice Chairman
Vincent Muscarella
Denise Ford
Laura Curran - Ranking
Kevan Abrahams
Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
362-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY PROBATION DEPARTMENT. 362-17(OMB)
367-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

OCTOBER 2, 2017 1:00 PM

Vincent Muscarella – Chairman
Steve Rhoads– Vice Chairman
Donald MacKenzie
C. William Gaylor III
Ellen Birnbaum– Ranking
Laura Curran
Arnold Drucker

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Vincent Muscarella
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
351-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE NASSAU COUNTY BUDGET FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018; TO APPROPRIATE REVENUES AND THE TOTAL AMOUNT OF MONEYS TO BE RAISED BY TAXATION WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; COUNTY DEBT SERVICE; COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY SEWER AND STORM WATER FINANCE AUTHORITY FUND; COUNTY ENVIRONMENTAL BOND FUND; AND COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND PURPOSES FOR THE AFOREMENTIONED 2018 FISCAL YEAR PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK, THE COUNTY LAW, THE LOCAL FINANCE LAW, AND THE GENERAL MUNICIPAL LAW. 351-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
352-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE FIXING THE TAX RATES AND LEVYING TAXES FOR THE TWELVE-MONTH 2018 FISCAL YEAR, BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, UPON TAXABLE PROPERTIES WITHIN THE TOWNS AND CITIES OF THE COUNTY OF NASSAU FOR COUNTY; COUNTY FIRE PREVENTION, SAFETY, COMMUNICATION AND EDUCATION FUND; COUNTY POLICE HEADQUARTERS; COUNTY POLICE DISTRICT; NASSAU COMMUNITY COLLEGE; COUNTY NEW YORK STATE PROPERTY TAX REFUND FUND; COUNTY ENVIRONMENTAL BOND FUND; NASSAU COUNTY SEWER AND STORM WATER RESOURCES DISTRICT; COUNTY DISPUTED ASSESSMENT FUND; AND FOR THE AFOREMENTIONED 2018 FISCAL YEAR FOR TOWN, TOWN HIGHWAY, TOWN GENERAL FUND, TOWN GENERAL FUND-PART TOWN, TOWN SPECIAL DISTRICT, UNPAID WATER CHARGES IN ARREARS, TOWN SIDEWALK AND CURB ASSESSMENT AND OTHER LAWFUL PURPOSES AND ALLOCATING REVENUES FROM CERTAIN SALES TAXES IMPOSED WITHIN THE COUNTY OF NASSAU OUTSIDE OF THE CITY OF LONG BEACH AND DETERMINING THE EQUALIZATION RATES IN RELATION THERETO AND AUTHORIZING AND DIRECTING THE COUNTY EXECUTIVE AND THE CLERK OF THE NASSAU COUNTY LEGISLATURE TO EXECUTE SEPARATE TAX WARRANTS ADDRESSED TO THE RECEIVERS OF TAXES OF THE TOWNS AND CITIES WITHIN THE COUNTY OF NASSAU FOR THE COLLECTION OF THE SEVERAL SUMS MENTIONED THEREIN; PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE, THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE TAX LAW, THE TOWN LAW AND THE EDUCATION LAW OF THE STATE OF NEW YORK. 352-17(OMB)
353-17	**OMB**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO ADOPT THE MULTI-YEAR FINANCIAL PLAN FOR FISCAL YEARS 2018-2021, AS REQUIRED BY SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY, AND ALL FINANCIAL POLICIES INCLUDED THEREIN. 353-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
354-17	**LE**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE TO ADOPT THE BUDGET FOR THE COUNTY LEGISLATURE FOR THE COUNTY OF NASSAU FOR THE TWELVE-MONTH 2018 FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018 AND TO APPROPRIATE REVENUES FOR SAID BUDGET PURSUANT TO THE PROVISIONS OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY; THE NASSAU COUNTY ADMINISTRATIVE CODE; THE REAL PROPERTY TAX LAW, THE COUNTY LAW, THE LOCAL FINANCE LAW, THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND CHAPTER 14 OF THE LAWS OF 1995. 354-17(LE)
360-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1171, INC., THE AMERICAN LEGION. 360-17(PK)
361-17	**OMB**	**F, R**	**PROPOSED LOCAL LAW NO. -2017** A LOCAL LAW AMENDING TITLE 24 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY, IN RELATION TO EXTENDING THE HOTEL AND MOTEL OCCUPANCY TAX. 361-17(OMB)
362-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF NASSAU COUNTY PROBATION DEPARTMENT. 362-17(OMB)
363-17	**OMB**	**F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION, & MUSEUMS. 363-17(OMB)
367-17	**OMB**	**PS, F, R**	**ORDINANCE NO. -2017** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 367-17(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
368-17	**AS**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND /OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 368-17(AS)
369-17	**AS**	**F, R**	**RESOLUTION NO. -2017** A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 369-17(AS)
379-17	**PD**	**R**	**RESOLUTION NO. -2017** A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NEW YORK AUTOFEST TO THE NASSAU COUNTY POLICE DEPARTMENT. 379-17(PD)
A-45-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND AMERICAN WEAR INC. A-45-17
A-49-17	**PR**	**R**	**RESOLUTION NO. -2017** 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 CORRECTIONAL CENTER AND H. SCHRIER & CO., INC. A-49-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-190-17	**PD**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C. E-190-17
E-192-17	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-192-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-132-17	**OMB**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005. E-132-17
E-160-17	**IT**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND LOCALITY MEDIA, INC. E-160-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-163-17	**DA**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND ACISS SYSTEMS, INC. E-163-17

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

OCTOBER 2, 2017 1:00 PM

Donald MacKenzie – Chairman
Laura Schaefer – Vice Chairwoman
Howard Kopel
C. William Gaylor III
Delia DeRiggi-Whitton – Ranking
Laura Curran
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

OCTOBER 2, 2017 1:00 PM

C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Laura Schaefer
Vincent Muscarella
- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

Nassau County

A-45-17

Office of Purchasing

STAFF SUMMARY A-45-2017

Subject: Work Clothing Rental & Maintenance (S/B 98322-09155-152, BPNC15000195)	Date: August 23, 2017
Department: Office of Purchasing	Vendor Name: American Wear, Inc.
Department Head Name: Robert Cleary	Contract Number A-45-2017
Department Head Signature	Contract Manager Name Vivian C. Crowley

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	9/15/17	Counsel to C.E.
	Budget	9/14/17	County Atty.
9/15/17	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC15000195 for Work Clothing Rental & Maintenance for various Nassau County departments has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since October 15, 2015 and based on anticipated usage will require oversight in 2017. This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where four (4) vendors viewed the bid. Minority Affairs was given a copy of the bid. Three (3) bids were received.

Impact on Funding: Estimated annual usage will exceed One Hundred Thousand Dollars ($100,000.) from general operating funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with American Wear, Inc. as the lowest responsible bidder meeting specifications.

APPROVED: 9/11/17

INSURANCE STATUS

2017 SEP 20 P 12:00

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-45-2017**

FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: AUGUST 25, 2017

SUBJECT: RESOLUTION–VARIIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS ($100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO AMERICAN WEAR, INC. MEETING SPECIFICATIONS FOR WORK CLOTHING RENTAL & MAINTENANCE.

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.

ROBERT CLEARY
DIRECTOR OF PROCUREMENT COMPLIANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONRIBUTION FORM

RULES RESOLUTION 2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND AMERICAN WEAR, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #98322-09155-152 for Work Clothing Rental & Maintenance for Various Nassau County Departments as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, AMERICAN WEAR, INC. 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; and

WHEREAS, the Director is representing to the Rules Committee that the firm AMERICAN WEAR, INC. has reached a level of spending requiring oversight by the Rules Committee 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 approve oversight of funding under a Blanket Purchase Order with AMERICAN WEAR, INC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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: 9/6/17

Vendor: American Wear Inc.

Signed: John Auricchio

Print Name: John Auricchio

Title: President

Rev. 3-2016

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 John Auriemma
   Date of birth 6 / 12 / 1959
   Home address 6 Richland Dr
   City/state/zip N. Caldwell, NJ 07006
   Business address 961 N. 18th St
   City/state/zip E. Orange, NJ 07017
   Telephone 973-414-9200
   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 09 / 14 / 1987 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100% owned

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.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ 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. 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 ✓ 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.

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.

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

CERTIFICATION

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

I, John Auriemma, 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 6th day of September 2017

Notary Public

DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 22, 2020

American Wear Inc.
Name of submitting business

John Auriemma
Print name

Signature

President
Title

9 / 6 / 2017

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 Dean De Filippo
   Date of birth 9 / 7 / 1968
   Home address 1 Leedi Avenue,
   City/state/zip Pine Brook, NJ 07058
   Business address 261 N. 18th St.
   City/state/zip E. Orange, NJ 07017
   Telephone 973-414-9200
   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 5 / 1 / 1994 ___/___/___
   (Other) Secretary 5/1/1994

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.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ 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. 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 ✓ 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.

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.

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

CERTIFICATION

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

I, Dean DeKlippo, 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 September 2017

Notary Public DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 22, 2020

American Wear Inc.
Name of submitting business

Dean DeKlippo
Print name

Signature

Vice President and Secretary
Title

9 / 14 / 2017

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).

Date: 9/6/17

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

2) Address of Place of Business: 261 N. 18th St. East Orange, NJ 07017

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 973-414-9200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 803427665

5) Federal I.D. Number: 22-2597470

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

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

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

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

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

_____

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

_____

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

_____

_____

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

_____

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

a) Any felony charge pending? 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. _____

_____

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We will do whatever is necessary to insure no conflict exists.

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

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

i) Date of formation; September 12, 1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: John Auriemma, 6 Kirkland Dr. N. Caldwell, NJ 07006

iii) Name, address and position of all officers and directors of the company; John Auriemma (see above) and Dean DeNippo, VP, Sec. 1 Leedi Av Pine Brook, NJ 07058

iv) State of incorporation (if applicable); New Jersey

v) The number of employees in the firm; 85

vi) Annual revenue of firm; $14,000,000.

vii) Summary of relevant accomplishments We service more than 9000 accounts each week for the past 33 years with unparalleled customer satisfaction.

viii) Copies of all state and local licenses and permits. None noted

B. Indicate number of years in business. 33

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We possess the equipment, personnel and financial resources to provide uniform rental and laundering services to 50,000 employees per week.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

See below

Company American Wear Inc.

Contact Person John Auriemma

Address 261 N. 18th St.

City/State East Orange, NJ 07017

Telephone 973-414-9200

Fax # 973-414-8440

E-Mail Address John A. Americanwear.com

Please see attached, including three references.

COUNTY OF NASSAU
UNIFORM RENTAL AND MAINTENANCE
SEPTEMBER 6, 2017
BUSINESS HISTORY

A.
Nick Auriemma began his career with Veteran Overall Uniform Suppliers in 1951. His son, John Auriemma, current company President came into the business in 1984 and changed the name to American Wear, Inc.

Our family owned company is the largest independently owned and operated uniform rental supplier in the New York-New Jersey tri-state area. We are known for outstanding personal service, quality garments and competitive pricing.

American Wear, Inc. has 85 employees. Managed by President, John Auriemma and Vice-President, Dean De Filippo we operate 20 route trucks daily in our service area and we are supported by a talented experienced team of managers that enable us to provide outstanding, responsive service.

- John Auriemma, President- 31 years experience.
- Dean DeFilippo- Vice-President- 26 years experience.
- Mike Ruopoli-Operations Manager-28 years experience.
- Steve Howlett-General Service Manager- 16 years experience.
- Carl Nikodem- Long Island Service Manager- 35 years experience.
- Tyrone Bryant-Stock Room Manager- 25 years experience.
- Danny Revelo- Production Plant Manager- 17 years experience.
- Carol Del Polito- Office Manager-35 years experience.

Date of Formation: September 12, 1984.

Shareholder: John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006.

Officers: John Auriemma, President. 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, VP and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

BUSINESS HISTORY (continued)

State of Incorporation: New Jersey

Number of Employees: 85

Annual Revenue- $11,900,000

Summary of Relevant Accomplishments: Our firm has grown to be the largest independently owned and operated uniform rental supplier in the tri-state area. We currently service more than 2500 customers each week. Our Customer Satisfaction Index as measured by an outside firm is 88% compared to an industry average of 47%. In addition, our customer retention rate is 98% with most of our lost business being due to customer's moving out of state or closing operations. This is an unparalleled level of customer retention in our industry.

B.

Number of years in business: 33.

C.

In addition to a fleet of 20 delivery trucks on the road every day, we operate one of the most technologically advanced, modern commercial laundries in our industry. Our facilities were completely updated in 2009 and our offices, warehouse and production plant are all best in class compared to competitors in our industry.

D.

Three References:

1. Nassau BOCES, Mike Scarnati, 71 Clinton Road, Garden City, NY 11530 516-396-2500.
2. City of Yonkers, Lana Como, 40 South Broadway, Yonkers, NY 10701 914-377-6000.
   Please note that due to budget problems in the City of Yonkers they discontinued their uniform rental program with our firm. Upon commencing our work, Ms. Como told us that we were the best uniform supplier she worked with in her 30 year career.
3. County of Westchester, Stephen Pirone, 148 Martine Avenue, White Plains, NY 10601 (914) 995-2000

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, John Auriemma, 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 6th day of September 2017

Diane Bellini

Notary Public

DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 22, 2020

Name of submitting business: American Wear Inc.

By: John Auriemma, President
Print name

John Auriemma
Signature

President
Title

9 / 6 / 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity:
American Wear, Inc.

Address:
261 North 18th Street

City, State and Zip Code:
East Orange, NJ 07017

2. Entity's Vendor Identification Number:_
22-2597470

3. Type of Business: __Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ___X_Closely Held Corp _____Other (specify)

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

John Auriemma, President, 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, Vice-President and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006- 100% Stockholder

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None.

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

None.

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

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

Dated: 9/6/17

Signed: John Auricchio

Print Name: John Auricchio

Title: President

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

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

BID NUMBER
98322-09155-152

Dated: 09/03/2015

BID OPENING DATE
SEPTEMBER 15, 2015
11:00 A.M. E.D.S.T.

OPENED 2015 OFFICE OF PURCHASING

BUYER	TELEPHONE	REQUISITION NUMBER
VIVIAN C. CROWLEY	(516)571-4047	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: WORK CLOTHING RENTAL AND MAINTENANCE

- 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 0 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:	GUARANTEED DELIVERY DATE
VARIOUS NASSAU COUNTY LOCATIONS	60 DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 22 2597470

TOLL FREE TELEPHONE NUMBER: 1-800-568-6436

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

NAME OF BIDDER	American Wear, Inc.		
ADDRESS	261 N. 18th Street		
CITY	E. Orange	STATE NJ	ZIP CODE 07017 TELEPHONE 973-414-9200
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	John Auriemma President

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

BID TERMS AND CONDITIONS

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

6. SAMPLES 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.

7. 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 tie 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.

9. 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.

10. 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, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

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.

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: American Wear, Inc.

Address: 261 N. 18th St. E. Orange, NJ 07017

Telephone No: 973-414-9200 Fax No: 973-414-8440

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

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.

See Attached

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

BIDDER SIGN HERE John Auriemma — President

BIDDER — **TITLE**

John Auriemma

DISCLOSURE STATEMENT

American Wear, Inc.

Subchapter S Corporation

100% Owned by:

John Auriemma

6 Rickland Drive

North Caldwell, NJ 07006

OFFICERS

John Auriemma, President, 6 Rickland Drive, North Caldwell, NJ

Dean De Filippo, Vice-President and Secretary, 1 Leeds Avenue, Pine Brook, NJ

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

QUALIFICATION STATEMENT

BIDDER'S NAME: American Wear, Inc.

ADDRESS: 261 N. 18th St. E. Orange, NJ 07017

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT John Auriemma, 6 Rickland Dr. N. Caldwell, NJ
VICE PRESIDENT Dean DeFilippo 1 Leedi Av Pine Brook, NJ
SECRETARY " " " " "
TREASURER Vacant

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 31 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? In addition to uniform rental and cleaning, we sell uniforms and supply shop wipers, floor mats and mops.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
John Auriemma	President	31 years	All phases of management, sales and service	
Dean DeFilippo	VP and Secretary	26 years	All phases of management, sales and service.	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
I have thoroughly read bid documents and I am a specialist in creating, implementing and executing uniform rental programs for large organizations.

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

BIDDER SIGN HERE John Auriemma — **BIDDER**
John Auriemma

President — **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

John Auriemma, President supported by Customer Service Managers: Steve Howlett (General Service Mgr) and Carl Nikodem (Long Island Service Mgr)

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: Nassau BOCES

ADDRESS: 71 Clinton Rd. Garden City, NY 11530

TELEPHONE: 516-396-2500 CONTACT PERSON Mike Scarnati

CONTRACT DATE: January 1, 2015

2. REFERENCE'S NAME: City of Yonkers

ADDRESS: 40 S. Broadway, Yonkers, NY 10701

TELEPHONE: 914-377-6000 CONTACT PERSON Lana Como

CONTRACT DATE: Ended December 31, 2012

3. REFERENCE'S NAME: Town of Orangetown

ADDRESS: 26 Orangeburg Rd. Orangeburg, NY 10962

TELEPHONE: 845-359-5100 CONTACT PERSON Stephan Munno

CONTRACT DATE: January 1, 2015

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

BIDDER SIGN HERE John Auriemma — President

BIDDER John Auriemma — **TITLE**

98322-09155-152

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.

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

BIDDER SIGN HERE John Ayriemma — President

BIDDER John Ayriemma — **TITLE**

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.

(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,

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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.

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

BIDDER SIGN HERE John Aurienma — President

BIDDER John Aurienma — **TITLE**

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.

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, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. 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 Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

BIDDER SIGN HERE John Auriemma — **BIDDER**

President — **TITLE**

John Auriemma

COUNTY OF NASSAU

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

1. Name of the Entity: American Wear, Inc.

Address: 261 N. 18th St

City, State and Zip Code: E. Orange, NJ 07017

2. Entity's Vendor Identification Number: System ID # 92786 FEIN # 22-3597470

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp ____Other (specify)

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

John Auriemma, President - 6 Rickland Dr. N. Caldwell, NJ

Dean DeFilippo, VP and Secretary - 1 Leeds Av Pine Brook, NJ

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

John Auriemma - 100% shareholder. 6 Rickland Dr. N. Caldwell, NJ

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None.

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

None

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

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

Dated: September 21, 2015

Signed: John Auriemma
Print Name: John Auriemma
Title: President

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Not applicable

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

Not applicable

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

Not applicable

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.**

Not applicable

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

Not applicable

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

Dated: September 21, 2015

Signed: John Auriemma
Print Name: John Auriemma
Title: President

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

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: September 21, 2015

1) Bidder's/Proposer's Legal Name: American Wear, Inc.

2) Address of Place of Business: 261 N. 18th St. E. Orange, NJ 07017

List all other business addresses used within last five years: None

3) Mailing Address (if different): Same

Phone : 973-414-9200

Does the business own or rent its facilities? Rent from Owner of American Wear, Inc.

4) Dun and Bradstreet number: 139691778

5) Federal I.D. Number: 22-2597470

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

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

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

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

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

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

BIDDER SIGN HERE John Aunemma — President

John Aunemma
BIDDER — TITLE

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

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

Attachments to Business History Form

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

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Please see attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Please see attached.

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

BIDDER SIGN HERE John Auriemma — President

John Auriemma
BIDDER **TITLE**

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

See Attached

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

BIDDER SIGN HERE _____ President

BIDDER **TITLE**

John Auriemma

COUNTY OF NASSAU
BID #98322-09155-152
UNIFORM RENTAL AND MAINTENANCE
SEPTEMBER 24, 2015
BUSINESS HISTORY

A.
Nick Auriemma began his career with Veteran Overall Uniform Suppliers in 1951. His son, John Auriemma, current company President came into the business in 1984 and changed the name to American Wear, Inc.

Our family owned company is the largest independently owned and operated uniform rental supplier in the New York-New Jersey tri-state area. We are known for outstanding personal service, quality garments and competitive pricing.

American Wear, Inc. has 80 employees. Managed by President, John Auriemma and Vice-President, Dean De Filippo we operate 20 route trucks daily in our service area and we are supported by a talented experienced team of managers that enable us to provide outstanding, responsive service.

- John Auriemma, President- 31 years experience.
- Dean DeFilippo- Vice-President- 26 years experience.
- Mike Ruopoli-Operations Manager-28 years experience.
- Steve Howlett-General Service Manager- 16 years experience.
- Carl Nikodem- Long Island Service Manager- 35 years experience.
- Tyrone Bryant-Stock Room Manager- 25 years experience.
- Danny Revelo- Production Plant Manager- 17 years experience.
- Carol Del Polito- Office Manager-35 years experience.

Date of Formation: September 12, 1984.

Shareholder: John Auriemma, 6 Rickland Drive, North Caldwell, NJ 07006.

Officers: John Auriemma, President. 6 Rickland Drive, North Caldwell, NJ 07006

Dean DeFilippo, VP and Secretary, 1 Leeds Avenue, Pine Brook, NJ 07058

BUSINESS HISTORY (continued)

State of Incorporation: New Jersey

Number of Employees: 80

Annual Revenue- $10,500,000

Summary of Relevant Accomplishments: Our firm has grown to be the largest independently owned and operated uniform rental supplier in the tri-state area. We currently service more than 2500 customers each week. Our Customer Satisfaction Index as measured by an outside firm is 88% compared to an industry average of 47%. In addition, our customer retention rate is 98% with most of our lost business being due to customer's moving out of state or closing operations. This is an unparalleled level of customer retention in our industry.

B.

Number of years in business: 31.

C.

In addition to a fleet of 20 delivery trucks on the road every day, we operate one of the most technologically advanced, modern commercial laundries in our industry. Our facilities were completely updated in 2009 and our offices, warehouse and production plant are all best in class compared to competitors in our industry.

D.

Three References:

1. Nassau BOCES, Mike Scarnati, 71 Clinton Road, Garden City, NY 11530
   516-396-2500.

2. City of Yonkers, Lana Como, 40 South Broadway, Yonkers, NY 10701
   914-377-6000.
   Please note that due to budget problems in the City of Yonkers they discontinued their uniform rental program with our firm. Upon commencing our work, Ms. Como told us that we were the best uniform supplier she worked with in her 30 year career.

3. Town of Orangetown, Stephan Munno, 26 Orangeburg Road, Orangeburg, NY 10962
   845-359-5100

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John Auriemma, 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 21st day of September 2015

Diane Bellini
Notary Public

DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 22, 2020

Name of submitting business: American Wear, Inc.

By: John Auriemma
Print name

John Auriemma
Signature

President
Title

9 / 21 / 2015
Date

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

BIDDER SIGN HERE John Auriemma — President
BIDDER — **TITLE**
John Auriemma

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John Auriemma, President, American Wear, Inc.
   Date of birth 6 / 12 / 1959
   Home address 6 Rickland Dr
   City/state/zip N. Caldwell, NJ 07006
   Business address 261 N. 18th St
   City/state/zip E. Orange, NJ 07017
   Telephone 973-414-9200
   Other present address(es) None
   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 9 / 12 / 1984 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder 9 / 12 / 1984
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100% owner.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES ✓ If Yes, provide details. American Wear rents buildings from my real estate compan

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

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

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

BIDDER SIGN HERE John Auriemma — **BIDDER** John Auriemma

President — **TITLE**

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or

local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

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

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John Auriemma, 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 21st day of September 2015

Diane Bellini
Notary Public

DIANE BELLINI
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb 22, 2020

American Wear Inc.
Name of submitting business

John Auriemma
Print name

John Auriemma
Signature

President
Title

9 / 21 / 2015
Date

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a **WORK CLOTHING RENTAL AND MAINTENANCE** service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

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.

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.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PAYMENT: 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.

**********VENDOR CLAIM CERTIFICATION**********

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 set forth in this claim; that the prices charged are in accordance with 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 is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

American Wear, Inc. — **Claimant Name**

9/21/15 — **Date**

John Auriemma — **By Signature**

President — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

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

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

BIDDER SIGN HERE John Auriemma — **BIDDER**

President — **TITLE**

John Auriemma

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

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.

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

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. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

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.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

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.

DISCLAIMER

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

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

BIDDER SIGN HERE John Auriemma — **BIDDER**

John Auriemma

President — **TITLE**

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

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.

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 or 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 **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** 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.

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

BIDDER SIGN HERE John Auricchio — President

John Auricchio
BIDDER

TITLE

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

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.

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.

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.

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

BIDDER SIGN HERE John Auricemma — President

BIDDER — TITLE

John Auricemma

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.

Ordinance # 72-2014

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
https://eproc.nassaucountyny.gov/SupplierRegister

BIDDERS NOTE:

1) CONTRACTOR WILL PROVIDE ALL NEW GARMENTS AT TIME OF AWARD TO ALL COUNTY DEPARTMENTS/UNITS UTILIZING THIS CONTRACT AND WITH NAMES AND DIVISIONS TO BE EMBROIDERED OVER THE POCKETS AND LABELED AS REQUIRED

2) SOME AGENCIES MAY HAVE SEVERAL DELIVERY LOCATIONS. MONTHLY BILLING MUST BE BY LOCATION

3) AGENCIES MAY BE ADDED AS NEEDED

4) GARMENTS MUST BE SUPPLIED FROM ANY OF THE FOLLOWING MANUFACTURERS: SOFTWILL, UNIWEAVE, UNISPORT, BREEZEWEAVE, PARKSTREET, UNIWEAR, ARMOREX FR, DICKIES, WRANGLER

5) ADDITIONAL ITEMS MAY BE ADDED BY AMENDMENT AND WRITTEN QUOTE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

98322-09155-152

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]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 21st day of September, 20 15 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: American Wear, Inc.

Address: 261 N. 18th St.

Street: _____

City, Town, etc: E. Orange, NJ 07017

Telephone: 973-414-9200 Title: _____

If applicable, responsible Corporate Officer

Name John Auriemma Title President

Signature: John Auriemma

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.

BIDDER SIGN HERE John Auriemma President

John Auriemma
BIDDER **TITLE**

Uniforms – rental and cleaning

This program is to provide uniforms for employees of various agencies within Nassau County.

*****Selected vendor will provide all new uniforms at time of award to all county departments/units utilizing this blanket order.*****

1) Rental/Maintenance Costs:

All pieces must be from one of the following manufacturers:

SofTwill
UniWeave
UniSport
BreezeWeave
ParkStreet
UniWear
Armorex FR
Dickies
Wrangler

Rental – cost per item, per week:

BLEND GARMENTS

1.	Long Sleeve Work Shirt, 65/35 Poly/Cotton Blend. SP14	$ .16
2.	Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend. SP24	$ .15
3.	Women's Long Sleeve Work Shirt, Poly/Cotton Blend. SP13	$ .16
4.	Women's Short Sleeve Work Shirt, 65/35 Poly/Cotton Blend. SP23	$ .15
5.	Men's Short Sleeve Polo 100% Poly No Pocket Moisture Management SK90	$ .22
6.	Women's Short Sleeve Polo 100% Poly No Pocket Moisture Management SK91	$ .22
7.	Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. SR70	$ .24
8.	Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. SR60	$ .23
9.	Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. SR71	$ .24
10.	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend. SR61	$ .23
11.	Security Shirt Long Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. SP56	$ .24
12.	Security Shirt Short Sleeve, Epaulets, Military Creases 65/35 Poly/Cotton. SP66	$ .23
13.	Polo no Pocket, 50/50 Poly/Cotton Blend. SK72	$ .22 JA
14.	Polo with Pocket, 50/50 Poly/Cotton Blend. SK82	$ .22. TM
15.	Long Sleeve Polo with Pocket, 50/50 Poly/Cotton Blend. K500LSP	$ .24 JA
16.	Moisture Wicking LS polo ST657	$ .26
17.	Short Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) 8300	$ .14
18.	Long Sleeve T-Shirt w/Pocket Solid Color (poly/cotton blend preferred) PC61LSP	$ .16
19.	Flat Front Pant, 65/35 Poly/Cotton Blend. PT20	$ .14
20.	Pleated Pant, 65/35 Poly/Cotton Blend. PT32	$ .23
21.	Cargo Pant, 65/35 Poly/Cotton Blend. PT88	$ .23

JA - White-out used

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

BIDDER SIGN HERE John Auriemma — President

BIDDER — TITLE

John Auriemma

22. Security Pant Flat Front, Polyester. HS2370	$	.24
23. Women's Cargo Pant, 65/35 Poly/Cotton Blend. PT89	$	.24
24. Women's Pleated Pant, 65/35 Poly/Cotton Blend. PT39	$	.26
25. Women's Flat Front Pant, 65/35 Poly/Cotton Blend. PT21	$	.16
26. Cargo Short, 65/35 Poly/Cotton Blend. PT66	$	.22
27. Women's Cargo Short, 65/35 Poly/Cotton Blend. PT89L	$	.22
28. Permalined Jacket, 65/35 Poly/Cotton Blend. JT38	$	.34
29. Permalined Hip Jacket, 65/35 Poly/Cotton Blend. JT50	$	.34
30. 3-Season Jacket w/Fleece Lining. JN10	$	.34
31. Long Sleeve Coverall, 65/35 Poly/Cotton Blend. CT10	$	.34
32. Winter Parka Jacket w/Hood B340	$	.74
33. Soft Shell Jacket w/Hood JN30	$	.64
34. Soft Shell Jacket w/out Hood JP66	$	.64
COTTON GARMENTS		
35. Long Sleeve Shirt, 100% Cotton. SC30	$	.23
36. Short Sleeve Shirt, 100% Cotton. SC40	$	.22
37. Flat Front Pant, 100% Cotton. PC20	$	.24
38. Pleated Front Pant, 100% Cotton PC24	$	.28
39. Relaxed Fit Jean, 100% Cotton Denim. PD54	$	.20
40. Wrangler Regular Fit Jean, 100% Cotton Denim. WQ76	$	.26
41. Wrangler Relaxed Fit Jean, 100% Cotton Denim. WQ76	$	.26
42. Wrangler Women's Jean, 100% Cotton Denim. WQ75	$	.26
43. Women's Jean, 100% Cotton Denim. WQ15	$	.26
44. Men's Dickies Carpenter Jeans 1993 RNB	$	.26
FR GARMENTS		
45. Prewashed Denim Jean, Indura 1 FR Cotton. HRC-2, ATPV-18.3 PEJM	$	.62
46. Long Slv. Shirt, Armorex FR 88/12 Cott./Nylon Blend FR Fabric. HRC-2, ATPV- 9.2 SLUB	$	.62
47. Pant, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 PLW2	$	.62
48. Coverall, Armorex 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-12.4 CL06	$	.98
49. Long Sleeve Shirt, UltraSoft. HRC-2, ATPV- 8.7 SEL	$	.69
50. Pant, UltraSoft. HRC-2, ATPV-12.4 PEW2	$	.49
51. Coverall, UltraSoft. HRC-2, ATPV-12.4 CL64	$	.98
52. SS Tee Shirt, Armorex, 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 SET8	$	.49
53. Long Sleeve Shirt w/Snap Front, Armorex Tecasafe Plus FR. HRC-2, ATPV-8.4 SES2	$	.69
54. Long Sleeve Shirt, Armorex Tecasafe Plus FR. HRC-2, ATPV-8.4 SEK2	$	.69
55. Pant, Tecasafe Plus FR. HRC-2, ATPV-9.3 PNW2	$	.69
56. Coverall, Tecasafe Plus FR. HRC-2, ATPV-8.4 CL04	$	.98
57. Long Sleeve Shirt, Armorex Nomex CXP. HRC-1, ATPV-5.1 SN02	$	1.19
58. Pant, Armorex Nomex. HRC-1, ATPV-5.8 PNW2	$	1.28
59. Coverall, Armorex Nomex CXP. HRC-1, ATPV 6.5 CNB	$	1.96
ENHANCED VISIBILITY GARMENTS		
60. Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. SP14EV	$	.37

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

BIDDER SIGN HERE John Auriemma — **BIDDER**

President — **TITLE**

John Auriemma 37

1. Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. SP24EW $ .35
2. Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Legs. PT20EW $ .39
3. Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. JT30 EW $ .54
4. Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, Navy w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. CT10 EW $ .54
5. Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, Greyl w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. SP1Y WM $ .37
6. Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, Grey w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. SP24 WM $ .33
7. Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Legs. PT20 EW $ .39
8. Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. JT30 WM $ .54
9. Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, Charcoal w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. CT10 WM $ .54

Hi-VIS GARMENTS

10. Hi-Vis Long Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. SS1YHV $ .47
11. Hi-Vis Short Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. SS24HV $ .45
12. Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back. SYK6HV $ .19
13. Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. SYK2HV $ .19
14. Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. JY32HV $ .99
15. Optional Zip in/out Liner LN30BK $ .21
16. Hi-Vis Coverall, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front, Back, Legs, and Sleeves. CT10HV $ .99
17. LS Shirt Hi Vis Class 2 SS1YHV $ .47
18. SS Shirt Hi Vis Class 2 SS24HV $ .45
19. SS Hi Vis T-Shirt w/pocket SYK6HV $ .19

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

BIDDER SIGN HERE John Auricchio — BIDDER

President — TITLE

John Auricchio

LABS/SMOCKS

60. Women's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend. KP13 $ .24
61. Unisex Consultation Lab Coat with 2 Chest, 2 Lower Oversized (Pocket within a Pocket), and 2 Lower Inside Pockets 65/35 Poly/Cotton Blend. KP14 $ .39
62. Men's Counter Coat with 3 Outside Pockets 80/20 Poly/Cotton Blend. KP10 $ .24
63. Women's LS Smock 2 Lower Pockets 80/20 Poly/Cotton Blend. TP31 $ .24

64. SHOP
65. 100% Cotton Denim Machinist Apron $ .75
66. Poly/Cotton Blend Bib Apron w/3 pockets $ .35
67. 100% Spun Poly Bib Apron $ .30

Additional items can be added by amendment and quote.

Uniform Standard Allocations

The winning bidder shall obtain a written uniform standard from each unit.

This standard shall never be exceeded unless under written authorization from the office of the respective Department Head.

The winning bidder shall submit such standards to the Office of Purchasing and they will be noted on the contract.

The winning bidder shall measure each employee for uniform allotment and a copy of such measurements shall be signed by both the authorized designee of the vendor as well as the unit. A copy shall be left with the unit on the day of measurement and the winning bidder shall submit a copy with their first billing to ensure complete documentation of initial provisions.

Under no circumstances shall uniforms be issued without written permission from the office of the department head.

Quantity requirements should assume a two week cycle if laundering is utilized.

Emblem

Official Nassau County seal emblems and/or variations for individual departments within Nassau County (i.e. Nassau County Police Department) shall be affixed to uniform pieces as instructed in the written uniform standard.

Emblems/Embroidery shall be free with initial layout.

Please provide pricing structure for emblem/embroider on additional garments throughout the term of the contract below:

Employee Name - $.50

Company Emblem $1.50

Direct Embroidery $3.00

Rental

Bills for rental of uniforms shall be submitted monthly, in arrears. Each bill shall contain detail showing the item, number of pieces being rented and the per week cost extended to show total per item.

Each new allotment, be it the initial layout of uniforms or new employees, shall be made with new items, not previously worn uniform pieces.

The County reserves the right to refuse any garment that does not meet with its approval for any reason.

Each garment shall be full cut and be of rugged construction throughout. Name tapes/identifying bar codes shall be securely fastened or printed on the neckband/waistband. All uniforms shall be guaranteed color-fast. Names and divisions to be embroidered over the pockets as requested.

Laundering

Laundry costs shall be included in the rental amount. Laundering assumes a 1-week turnaround pickup to return. Quantities worn the first week are laundered the second week. All uniforms and items covered under the laundering function shall be laundered under strict sanitary conditions, kept in good repair when required by the vendor and replacement shall be made by said vendor as and when required.

Items picked up for laundry must be returned to the site the rental is being paid under. (i.e. if garment is rented through 123 Smith Street and is picked up at 567 Acme Street, it should be returned to origin, 123 Smith Street) unless vendor is notified in writing of transfer to a new location. Under no circumstances shall any employee be charged for a single set of uniforms under multiple locations.

Receipts for pickup and drop off shall be left at each location detailing each item. No exceptions.

Vendor will replace, at their cost, all items not returned from the laundry.

Garment Rentals

Bidders may be required to provide a sample of each item prior to award to ensure fabric and cut are acceptable.

Replacement

Garments in need of replacement due to normal wear and tear will be replaced with new garments during the term of the agreement, on an as needed basis, and in all cases, at the discretion of the an authorized departmental designee. Garments in need of repair, (buttons replaced, zippers repaired/replaced, torn hems mended, etc.) shall be repaired, laundered and returned the following week.

Lockers

Locations utilizing lockers shall have same supplied by vendor for employees utilizing same. Lockers remain the property of the vendor at the end of the contract period. Lockers shall be constructed so that the user can provide their own lock and the contractor has a master control for delivery of clean uniforms.

Locker rental cost: $ 1.50 per eight compartment unit per week.

Amortization/non-returns

Depreciation schedule - Please attach cost list and depreciation schedule for each item.

Contractor Inventory

Each year, within 2 weeks of the anniversary date of the contract, a full inventory of each user must be done by the vendor and reconciled with the initial provision.

Upcharges

Please submit your upcharge schedule for plus sizing.

Please submit any minimums/maximums per stop/account if applicable.

ISO 9000 Certification

All bidders must be ISO9001 certified. Please submit proof of certification with bid.

We are not ISO9001 certified.

EDWARD MANGANO
COUNTY EXECUTIVE

Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

AUGUST 6, 2015

AMENDMENT NO. 1

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

A) OPENING DATE IS POSTPONED TO SEPTEMBER 17, 2015 - 11:00 AM E.D.S.T.

B) DISREGARD DOCUMENT TITLED "WORK CLOTHING RENTAL AND MAINTENANCE" - REPLACE W/DOCUMENT TITLED "WORK CLOTHING RENTAL AND MAINTENANCE #2"

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

fi:vc

Commissioner Shared Services

John Auriemma 9/21/15

John Auriemma, President

EDWARD MANGANO
COUNTY EXECUTIVE

Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

SEPTEMBER 16, 2015

AMENDMENT NO. 2

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

OPENING DATE IS POSTPONED TO SEPTEMBER 24, 2015 - 11:00 AM E.D.S.T.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

fi:vc

Commissioner Shared Services

John Auriemma 9/21/15

John Auriemma, President

EDWARD MANGANO
COUNTY EXECUTIVE

Michael Schlenoff
DIRECTOR OF PURCHASING &
CONTRACTS

OFFICE OF PURCHASING
ONE WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501
Tel # (516)571-4200 Fax # (516)571-4263

SEPTEMBER 23, 2015

AMENDMENT NO. 3

FORMAL SEALED BID #: 98322-09155-152

FOR: WORK CLOTHING RENTAL & MAINTENANCE

ISSUED: 09/03/ 2015

OPENING: SEPTEMBER 15, 2015 8:00 AM E.D.S.T.

TO ALL BIDDERS:

1) Prospective Bidders are hereby informed that the above Formal Sealed Bid is hereby changed as follows:

OPENING DATE IS POSTPONED TO SEPTEMBER 29, 2015 - 11:00 AM E.D.S.T.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Frank Intagliata

Commissioner Shared Services

fi:vc

John Auriemma

John Auriemma, President

OFFICE OF PURCHASING PP 9/17/15
SUMMARY OF BIDS PP 9/24/15
OPENED: SEPTEMBER 15, 2015 AT 11 A.M.
BID NO: 98322-09155-152
REQ. NO: N/A
TITLE: WORK CLOTHING RENTAL & MAINT.

ITEM #	ARTICLE	UNIT	1 G & K SERVICES	2 AMERICAN WEAR UNIFORMS	3 UNIFIRST CORP.	4	5	6	7	8	9	10	11	12	13	14	15	16	17	DETAILS OF AWARD TO NO.	AMOUNT
1	LS WORK SHIRT	$	0.22	0.16	0.166													ITEMS		2	
2	SS WORK SHIRT	$	0.22	0.15	0.139													#1 - 67			
3	WOMEN'S LS WORK SHIRT	$	0.22	0.16	0.182																
4	WOMEN'S SS WORK SHIRT	$	0.22	0.15	0.147																
5	MEN;S SS POLO	$	0.25	0.22	0.182																
6	WOMEN;S SS POLO	$	0.25	0.22	0.179																
7	LS BUTTON DOWN SHIRT	$	0.30	0.24	0.238																
8	SS BUTTON DOWN SHIRT	$	0.30	0.23	0.212																
9	WOMEN'S LS BUTTON DOWN SHIRT	$	0.30	0.24	0.227																
10	WOMEN'S SS BUTTON DOWN SHIRT	$	0.30	0.23	0.205																
11	SECURITY SHIRT LS	$	0.35	0.24	0.356																
12	SECURITY SHIRT SS	$	0.35	0.23	0.290																
13	POLO NO POCKET	$	0.30	0.22	NB																
14	POLO WITH POCKET	$	0.30	0.22	0.182																
15	LS POLO WITH POCKET	$	0.35	0.24	0.258																
16	MOISTURE WICKING LS POLO	$	0.35	0.26	0.180																
17	SS T-SHIRT W/POCKET SOLID COLOR	$	0.15	0.14	0.118																
18	LS T-SHIRT W/POCKET SOLID COLOR	$	0.18	0.16	0.151																
19	FLAT FRONT PANT	$	0.18	0.14	0.227																
20	PLEATED PANT	$	0.22	0.23	0.261																
21	CARGO PANT	$	0.25	0.23	0.284																
22	SECURITY PANT FLAT FRONT	$	0.25	0.24	0.181																
23	WOMEN'S CARGO PANT	$	0.25	0.24	0.312																
24	WOMEN'S PLEATED PANT	$	0.22	0.26	0.289																
25	WOMEN'S FLAT FRONT PANT	$	0.18	0.16	0.257																
26	CARGO SHIRT	$	0.15	0.22	0.265																
27	WOMEN'S CARGO SHIRT	$	0.15	0.22	0.270																
28	PERMALINED JACKET	$	0.35	0.34	0.423																
29	PERMALINED HIP JACKET	$	0.37	0.34	0.447																
30	3-SEASON JACKET W/FLEECE LINING	$	0.40	0.34	0.500																
31	LS COVERALL	$	0.35	0.34	0.346																
32	WINTER PARKA JACKET W/HOOD	$	0.40	0.74	1.000																
33	SOFT SHELL JACKET W/HOOD	$	0.40	0.64	0.760																
34	SOFT SHELL JACKET W/O HOOD	$	0.38	0.64	0.700																
35	LS SHIRT	$	0.25	0.23	0.276																
36	SS SHIRT	$	0.25	0.22	0.262																
37	FLAT FRONT PANT	$	0.20	0.24	0.347																
38	PLEATED PANT	$	0.20	0.28	0.419																
39	RELAXED FIT JEAN	$	0.22	0.20	0.366																
40	WRANGLER REGULAR FIT JEAN	$	0.22	0.26	0.393																
41	WRANGLER RELAXED FIT JEAN	$	0.22	0.26	0.418																

OFFICE OF PURCHASING PP 9/17/15
SUMMARY OF BIDS PP 9/24/15
OPENED: SEPTEMBER 15, 2015 AT 11 A.M.
BID NO: 98322-09155-152
REQ. NO: N/A
TITLE: WORK CLOTHING RENTAL & MAINT.

ITEM #	ARTICLE	UNIT	1 G & K SERVICES	2 AMERICAN WEAR UNIFORMS	3 UNIFIRST CORP.	4	5	6	7	8	9	10	11	12	13	14	15	16	17	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
42	WRANGLER WOMEN'S JEAN	$	0.22	0.26	0.410																
43	WOMEN'S JEAN	$	0.22	0.26	NB																
44	MEN'S DICKIES CARPENTER JEANS	$	0.30	0.26	0.310																
45	PREWASHED DENIM JEAN, INDURA	$	0.40	0.62	0.700																
46	LS SHIRT	$	0.35	0.62	0.353																
47	PANT, ARMOREX	$	0.30	0.62	0.398																
48	COVERALL, ARMIREX	$	0.40	0.98	0.709																
49	LS SHIRT ULTRASOFT	$	0.35	0.69	0.422																
50	PANT, ULTRASOFT	$	0.30	0.49	0.466																
51	COVERALL, ULTRASOFT	$	0.40	0.98	0.793																
52	SS TEE SHIRT, ARMOREX	$	0.30	0.49	0.424																
53	LS SHIRT W/SNAP FRONT, ARMORREX	$	0.35	0.69	0.313																
54	LS SHIRT, ARMOREX TECASAFE PLUS FR	$	0.35	0.69	0.307																
55	PANT, TECASAFE PLUS FR	$	0.30	0.69	0.378																
56	COVERALL, TECASAFE PLUS FR	$	0.40	0.98	0.662																
57	LS SHIRT ARMOREX NOMEX CXP	$	..35	1.19	0.468																
58	PANT, ARMOREX NOMEX	$	0.35	1.28	0.487																
59	COVERALL, SHIRT ARMOREX NOMEX CXP	$	0.40	1.96	0.861																
60	ENHANCED VISIBILITY LS SHIRT	$	0.35	0.37	0.409																
1	ENHANCED VISIBILITY SS SHIRT	$	0.35	0.35	0.375																
2	ENHANCED VISIBILITY PANT	$	0.30	0.39	0.415																
3	ENHANCED VISIBILITY JACKET	$	0.40	0.54	0.559																
4	ENHANCED VISIBILITY COVERALL	$	0.40	0.54	0.831																
5	ENHANCED VISIBILITY LS SHIRT	$	0.35	0.37	0.410																
6	ENHANCED VISIBILITY SS SHIRT	$	0.35	0.35	0.375																
7	ENHANCED VISIBILITY PANT	$	0.40	0.39	0.415																
8	ENHANCED VISIBILITY JACKET	$	0.40	0.54	0.559																
9	ENHANCED VISIBILITY COVERALL	$	0.40	0.54	0.824																
10	HI-VIS LS SHIRT	$	0.35	0.47	0.407																
11	HI-VIS SS SHIRT	$	0.35	0.45	0.375																
12	HI-VIS SS TEE-SHIRT	$	0.25	0.19	0.252																
13	HI-VIS LS TEE-SHIRT	$	0.25	0.19	0.308																
14	HI-VIS JACKET	$	0.40	0.99	0.966																
15	OPTIONAL ZIP IN/OUT LINER	$	0.15	0.21	0.257																
16	HI-VIS COVERALL	$	0.45	0.99	NB																
17	LS SHIRT HI VIS CLASS 2	$	0.40	0.47	0.351																
18	SS SHIRT HI VIS CLASS 2	$	0.40	0.45	0.252																
19	SS SHIRT HI VIST-SHIRT W/POCKET	$	0.40	0.19	0.252																
60	WOMEN'S LAB COAT	$	0.27	0.24	0.198																
61	UNISEX CONSULATION LAB COAT	$	0.30	0.39	0.193																

OFFICE OF PURCHASING PP 9/17/15
SUMMARY OF BIDS PP 9/24/15
OPENED: SEPTEMBER 15, 2015 AT 11 A.M.
BID NO: 98322-09155-152
REQ. NO: N/A
TITLE: WORK CLOTHING RENTAL & MAINT.

ITEM #	ARTICLE	UNIT	1 G & K SERVICES	2 AMERICAN WEAR UNIFORMS	3 UNIFIRST CORP.	4	5	6	7	8	9	10	11	12	13	14	15	16	17	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
62	MEN'S COUNTER COAT	$	0.30	0.24	0.150																
63	WOMEN'S LS SMOCK	$	0.30	0.24	0.199																
65	100% COTTON DENIM MACHINIST APRON	$	0.15	0.75	0.398																
66	POLY/COTTON BLEND RIB APRON W/3POCKETS	$	0.12	0.35	0.235																
67	100% SPUN POLY RIB APRON	$	0.08	0.30	0.173																
	LOCKER RENTAL COST	$	0.25	1.50	1.22																
	EMBLEMS COMPANY	$	3.00	0.50	0.50																
	EMBLEMS NAME	$	2.00	1.50	0.35																
	EMBLEMS DIRECT EMPBROYDERY	$	4.00	3.00	1.25																
PRPARED BY		TERMS	1%	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

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

Date 9/29/15 Claudia Colasurdo Technical Coordinator

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER: 98322-09155-152 OPEN DATE: 9/15/2015

TITLE: Work Rental and Maintenance DATE: 10/1/15

TO: BUYER : FROM: **ADMINISTRATION**

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

Date: 10/8/15

To: Supervisor From: Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 9/22/15

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

	Bid Results
	Recommend award be made to Vendor 2 as the apparent lowest responsible Bidder meeting specifications. Other the low bidder see attached.

Bidder 1 did not meet specifications ; poor performing vendor, see bad vendor repackage.

Bidder 3 did not meet specifications - did not follow county bidding procedures.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2017

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

PRODUCER
New Agency Partners, LLC
99 Cherry Hill Road
Suite 200
Parsippany NJ 07054

CONTACT NAME: Christine Klinedinst
PHONE (A/C, No, Ext): (973) 588-1800 **FAX (A/C, No):** (973) 588-1801
E-MAIL ADDRESS: cklinedinst@newagencypartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Company	26301
INSURER B: Utica National Insurance Group	
INSURER C: Travelers Prop Casualty Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMERICAN WEAR, INC.
261 N 18TH ST
EAST ORANGE NJ 07017-5352

COVERAGES **CERTIFICATE NUMBER:** 16-17 gl/auto/umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC			S 2039219	10/22/2016	10/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4898111 Coll ded - $1,000 Comp ded - $1,000	10/22/2016	10/22/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000			ZUP-71M43512-16-NF	10/22/2016	10/22/2017	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as additional insured for general liability per written contract

CERTIFICATE HOLDER
County of Nassau
240 Old Country Road
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE
C Klinedinst/CMK

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Nassau County Purchasing

A-49-2017

Staff Summary

Subject: Groceries (S/B # 39386-08177-101)	Date September 12, 2017
Department Office of Purchasing	Vendor Name H. Schrier & Co., Inc.
Department Head Name for Robert Cleary	Contract Number A-49-2017
Department Head Signature	Contract Manager Name Linda A. Mills, Food Inspector II

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	9/18/17	Counsel to C.E.
	Budget	9/15/17	County Atty.
	Deputy C.E.	9/14/17	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Groceries for the Nassau County Correctional Center to H. Schrier & Company, Inc.

Discussion: This bid was advertised in Newsday, posted to the Nassau County Website Bid Solicitation Board, where thirteen (13) vendors viewed the bid, none of which are minority, women or veteran owned. Minority Affairs was given a copy of the bid. Four (4) vendors submitted bids, none of whom are located in Nassau County.

H. Schrier & Co., Inc. located in Brooklyn, New York, submitted bids for two hundred five (205) items and it is recommended that H. Schrier & Co., Inc. be awarded a contract for seventy-eight (78) of those items. When these items are calculated by unit of measure, such as pounds, ounces or grams, H. Schrier & Co., Inc., is the lowest cost responsible bidder for each of those seventy-eight (78) items. The remaining items are being awarded to the lowest cost responsible bidders for those items.

Past Procurement History: Historically, H. Schrier & Co., Inc. has held food requirement contracts with Nassau County with satisfactory performance.

Impact on Funding: Estimated cost for this six (6) month contract is One Hundred Nineteen Thousand Eight Hundred One Dollars and Fifteen Cents ($119,801.15) from General Funds.

Recommendation: Office of Purchasing recommends awarding this contract to H. Schrier & Co., Inc. as the lowest responsible bidder meeting specifications.

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2017 SEP 20 P 3:07

APPROVED: A. Amato 9/15/17 (DATE)

INSURANCE SECTION
REAL ESTATE, INSURANCE AND BUSINESS COMMISSIONER

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-49-2017**

FROM: ROBERT CLEARY, DIRECTOR OF PROCURMENT COMPLIANCE

DATE: SEPTEMBER 13, 2017

SUBJECT: RESOLUTION–NASSAU COUNTY CORRECTIONAL CENTER

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED ONE DOLLARS AND FIFTEEN CENTS ($119,801.15) ON BEHALF OF NASSAU COUNTY CORRECTIONAL CENTER TO H. SCHRIER & CO., INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE GROCERIES FOR NASSAU COUNTY CORRECTIONAL CENTER..

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

RULES RESOLUTION 2017

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 CORRECTIONAL CENTER AND H. SCHRIER & CO., INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #39386-08177-101 for Groceries for Nassau County Correctional Center as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, H. SCHRIER & CO., INC. 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 Blanket Purchase Order with H. SCHRIER & CO., INC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

We have not made any campaign contributions to any elected officials, campaign committees or candidates

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: 9/14/17

Vendor: H. Schriever Co. Inc

Signed: Jonathan Liberstaff

Print Name: Jonathan Liberstaff

Title: Sec/Treas.

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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.**

None

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

None

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

BIDDER SIGN HERE [signature] BIDDER

Pres. TITLE

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

Dated: 8/15/17

Signed: David Liberto
Print Name: David Liberto
Title: President

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

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

BIDDER SIGN HERE _____ BIDDER

President
TITLE

20

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 David Libertoff
   Date of birth 11/16/1974
   Home address 1886 Muttontown Rd
   City/state/zip Muttontown NY 11791
   Business address H.Schrier & Co. Inc. 4901 Glenwood Road
   City/state/zip Brooklyn, NY 11234
   Telephone 718.258.7580
   Other present address(es) none
   City/state/zip none
   Telephone none
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 1/1/2002 Treasurer 1/1/2002
   Chairman of Board N/A Shareholder 12/1/2001
   Chief Exec. Officer N/A Secretary N/A
   Chief Financial Officer N/A Partner N/A
   Vice President N/A
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 35% ownership

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. Own 66.67% of lease to corporation for office + warehouse space

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.

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

BIDDER SIGN HERE _____ BIDDER

Pres
TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ 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. 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 ✓ 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.

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

BIDDER SIGN HERE _____ BIDDER

Pres. _____ TITLE

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.

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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, David Libertoff, 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 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234
Name of submitting business

David Libertoff
Print name

Signature

President
Title

8, 15, 17
Date

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

BIDDER SIGN HERE _____ BIDDER

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 Jonathan Liberhoff
   Date of birth 11/11/75
   Home address 245 Brookville Rd
   City/state/zip Brookville NY 11545
   Business address H.Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234
   City/state/zip
   Telephone 718.258-7580
   Other present address(es) None
   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 1/1/2003
   Chairman of Board N/A Shareholder 6/1/2001
   Chief Exec. Officer N/A Secretary 1/1/2000
   Chief Financial Officer N/A Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 35% ownership

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. Owns 6.67% of lease to the corporation for warehouse + office space.

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.

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

BIDDER SIGN HERE _____ Pres.
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ 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. 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 ✓ 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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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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.

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

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

BIDDER SIGN HERE Paul Whelan — BIDDER

PRES. — TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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, Jonathan Libertoff 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 15 day of August 2017

Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234
Name of submitting business

Jonathan Libertoff
Print name

Signature

Sec./Treasurer
Title

8, 15, 17
Date

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

BIDDER SIGN HERE _____ Pres.
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 Jamie Liberhoff
   Date of birth 9/30/78
   Home address 515 E. 72nd St.
   City/state/zip New York NY 10021
   Business addres
   City/state/zip
   Telephone 718.258.7550
   Other present address(es) None
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

2. Positions held in submitting business and starting date of each (check all applicable)
   President N/A Treasurer N/A
   Chairman of Board N/A Shareholder 6/1/2001
   Chief Exec. Officer N/A Secretary N/A
   Chief Financial Officer N/A Partner N/A
   Vice President N/A
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 10% ownership

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. own 6.67% of lease to the corporation for office & warehouse space

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.

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

BIDDER SIGN HERE Paul Schrier — BIDDER — Pres. — TITLE

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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 ✓ 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. 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 ✓ 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.

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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.

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

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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, Jamie Liberthoff, 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 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Jamie Liberthoff
Print name

Jamie Liberthoff
Signature

N/A
Title

8, 15, 17
Date

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

BIDDER SIGN HERE Jamie Liberthoff
BIDDER

Pres.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 Dana Roseman
   Date of birth 1/3/77
   Home address 62 Palmer Avenue
   City/state/zip Scarsdale NY 10583
   Business address H.Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234
   City/state/zip
   Telephone 718.258.7550
   Other present address(es) None
   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 N/A Treasurer N/A
   Chairman of Board N/A Shareholder 6/1/2001
   Chief Exec. Officer N/A Secretary N/A
   Chief Financial Officer N/A Partner N/A
   Vice President N/A
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 10% ownership

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. Owns 6.67% of lease to the corporation for office + warehouse space.

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.

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

BIDDER SIGN HERE [signature] BIDDER Pres. TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ✓ 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. 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 ✓ 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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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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.

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

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BIDDER SIGN HERE _____ _____ Pres.
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

CERTIFICATION

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I, Dana Roseman, 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 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Dana Roseman
Print name

Dana Roseman
Signature

N/A
Title

8, 15, 17
Date

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

BIDDER SIGN HERE Dana Roseman — Pres.
BIDDER — TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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 Barri Leff
   Date of birth 5/19/71
   Home address 3 Hillview Ct.
   City/state/zip Tarmonk, NY 10504
   Business address H.Schrier & Co. Inc. 4901 Glenwood Road
   City/state/zip Brooklyn, NY 11234
   Telephone 718.258.7550
   Other present address(es) None
   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 N/A Treasurer N/A
   Chairman of Board N/A Shareholder 6/1/2001
   Chief Exec. Officer N/A Secretary N/A
   Chief Financial Officer N/A Partner N/A
   Vice President N/A
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 10% ownership

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. 6.67% of lease to the corporation for warehouse + office space.

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.

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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ✓ 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. 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 ✓ 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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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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.

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

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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

CERTIFICATION

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I, Barri Leff, 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 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business

Barri Leff
Print name

Barri Leff
Signature

N/A
Title

8, 15, 17
Date

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

BIDDER SIGN HERE Barri Leff
BIDDER

PRES.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Business History Form

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

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

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

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

Date: 8/14/17

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234
P:718.258.7550 – F:718.258.9586

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years: None.

3) Mailing Address (if different): _____

Phone : Above.

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 15-999-8032.

5) Federal I.D. Number: 112854301

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

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

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

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

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Pres. TITLE

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

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

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

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

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

a) Any felony charge pending? 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. _____

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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflicts Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflicts Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflicts Exists

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

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

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

i) Date of formation;

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

BIDDER SIGN HERE _____ BIDDER Pres. TITLE

H. SCHRIER & CO., INC.

Food Service Distributors

H. Schrier & Co. Inc. has been supplying food to Nassau County since 2001. We have also supplied Suffolk County for the same time period. Additionally, we have been the "prime vendor" for the State of Pennsylvania for the last five years. We are also the approved vendor for all State of New York facilities located in the southern district of the state (Nassau County, Suffolk County, the five boroughs of New York City, And both Rockland and Westchester County.

The business is incorporated in New York State since 1986. We currently employ 92 people. Our annual revenue is $25,000,000.00.

We are open from 6PM Sunday through 10PM Friday. We are capable of delivering product the day after receiving your purchase order. We run a fleet of 25 trucks with compartmentalized temperature control.

I have attached the names, addresses and positions of all persons having a financial interest in the corporation, as well as 3 local references.

4901 GLENWOOD ROAD • BROOKLYN, NY 11234 • PHONE: (718) 258-7500
FAX: (718) 258-9586 • EMAIL: SCHRIERFOODS@AOL.COM

H. SCHRIER & CO., INC.

Food Service Distributors

Ownership of H. Schrier % Co., Inc.

President-- David Libertoff- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoff- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoff -10%
515 East 72nd Street
New York, NY 10021

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet

4901 GLENWOOD ROAD I BROOKLYN I NY I 11234I PHONE: 718.258.7550 I SATELITE OFFICE 631.307.9570
FAX: 718.258.9586 I EMAIL: SCHRIERFOODSERVICE@AOL.COM

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

FSI – LICENSING UNIT
518-485-5326

LICENSE NOTICE

The lower portion of this notice is the license for this establishment.

If new or additional activities are to be conducted at this location you must report these additional activities to the regional office in your area for approval prior to the start of the new activity.

If you sell the business, change locations or ownership structure, contact the regional office in your area to have our records updated and obtain a new inspection and/or license application.

Regional Offices:

Buffalo	Rochester	Syracuse	Albany	Metro NY, LI & SI
716 847-3185	585 427-2273	315 487-0852	518 485-5326	718 722-2876

The licensee has consented to the free entry and free access to the licensed premises, buildings and offices to the Commissioner, the Commissioner's agents and inspectors in pursuance of the Commissioner's duty to supervise and regulate the production, storage, sale and use of articles subject to the Commissioner's jurisdiction.

If you offer to give or give any benefit, thing or money to any employee of the Department of Agriculture and Markets, your conduct will be reported to your local police or sheriff's department.

If any employee of the Department of Agriculture and Markets asks for or accepts any benefit, thing or money from you, you should report that conduct to the Inspector General of New York State by writing to the Inspector General, State Capitol, Albany, NY 12224 or by phone 1-800-367-4448. You may also report that conduct to your local police or sheriff's department.

Please post the license portion of this notice in the establishment.

Date Issued: 01/01/2016

Expires: 12/31/2017

Fee Paid: $400

New York State
Department of Agriculture and Markets
Albany, NY 12235

FOOD WAREHOUSE LICENSE

Entity No.: 117521

Certificate No.: 14295

Estab No.: 618577

Pursuant to Article 28 of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be performed at this location.

This license cannot be sold or transferred.

H SCHRIER CO INC
H SCHRIER CO
4901 GLENWOOD RD
BROOKLYN, NY 11234

Richard A. Ball
Commissioner

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
SPECIALTY CROPS PROGRAM, P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE

(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20010109	10-24-2016	BOTH FRESH & FROZEN	WHOLESALE DEALER	CORPORATION	0

SCHRIER & CO INC H
4901 GLENWOOD ROAD
BROOKLYN NY 11234-1131

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

BUS: 4901 GLENWOOD ROAD
BROOKLYN NY 11234-1131

Phone: (718) 258-7500 Fax: (718) 258-9586 Email: SCHRIERFOODS@AOL.COM

EIN: 112854301

STATE IN WHICH INCORPORATED OR FORMED: NEW YORK

DATE INCORPORATED: 12-19-1986

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
LIBERTOFF JONATHAN	STD
LIBERTOFF DAVID	VPD

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL

H. SCHRIER & CO., INC.

Food Service Distributors

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 the bidding, billing, payment or any other function between the County & H. Schrier & Co., Inc.
Additionally, we would notify Nassau County Office of Purchasing of the employee's name and the title of said family relationship

4901 GLENWOOD ROAD • BROOKLYN, NY 11234 • PHONE: (718) 258-7500
FAX: (718) 258-9586 • EMAIL: INFO@SCHRIERFOODS.COM

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

Company See Pg6

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company See Page 5

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

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, David Libertoff, 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 15 day of August 2017

Gary Rubin
Notary Public

GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H.Schrier & Co. Inc.
4901 Glenwood Road
Brooklyn, NY 11234

Name of submitting business: _____

By: David Libertoff
Print name

David Libertoff
Signature

Pres
Title

8 / 15 / 17
Date

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

BIDDER SIGN HERE David Libertoff — BIDDER

Pres. — TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: H.Schrier & Co. Inc.

Address: 4901 Glenwood Road

City, State and Zip Code: Brooklyn, NY 11234

P:718.258.7550 – F:718.258.9586

2. Entity's Vendor Identification Number: 112854301

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ___X___Closely Held Corp _____Other (specify)

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

Attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Attached

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

BIDDER SIGN HERE _____ BIDDER

Pres
TITLE

H. SCHRIER & CO., INC.

Food Service Distributors

Ownership of H. Schrier % Co., Inc.

President-- David Libertoff- 35%
1886 Muttontown Road
Muttontown, NY 11791

Secy-Treas- Jonathan Libertoff- 35%
245 Brookville Road
Brookville, NY 11545

Barri Leff -10%
3 Hillview Court
Armonk, NY 10504

Dana Roseman -10%
62 Palmer Ave.
Scarsdale, NY 10583

Jamie Libertoff -10%
515 East 72nd Street
New York, NY 10021

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None;

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

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

Dated: 8/15/17

Signed: [signature]
Print Name: David Lilienthal
Title: President

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

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

BID NUMBER
39386-08177-101

Dated: July 27, 2017

BID OPENING DATE
August 17, 2017
11:00 A.M. E.D.S.T.

BUYER
Linda A. Mills

TELEPHONE
(516) 571-6109

REQUISITION NUMBER
N/A

RECEIVED AUG 17 2017 OFFICE OF PURCHASING OPENED

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Groceries

- 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 N/A 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 Correctional Center
100 Carman Avenue
East Meadow, N.Y. 11554

GUARANTEED DELIVERY DATE
1 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
112854301

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER

ADDRESS H.Schrier & Co. Inc.
4901 Glenwood Road

CITY Brooklyn, NY 11234 STATE ZIP CODE TELEPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

David Liberthoff
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

6. SAMPLES 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.

7. 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 tie 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.

9. 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.

10. 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, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

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.

Director, Office of Purchasing

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

DISCLOSURE STATEMENT

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

Bidders Name: H.Schrier & Co. Inc.

Address: 4901 Glenwood Road
Brooklyn, NY 11234

Telephone No: P:718.258.7550 – F:718.258.9586

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

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.

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

BIDDER SIGN HERE _____
BIDDER

President

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

BIDDER'S NAME: H.Schrier & Co. Inc.

ADDRESS: 4901 Glenwood Road
Brooklyn, NY 11234
P:718.258.7550 – F:718.258.9586

ATEMENT

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT David Libertoff - 1886 Muttontown Rd. Muttontown, NY 11791
VICE PRESIDENT
SECRETARY Jonathan Libertoff 245 Brookville Rd Brookville NY 11545
TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? August 2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 30 yrs.

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Frozen/Dairy/ Produce/Non Foods

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Dan Wallis	Sen. Buyer	41+		

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

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

BIDDER SIGN HERE _____ BIDDER

President

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dan Wallis

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:

ADDRESS:

TELEPHONE: CONTACT PERSON
CONTRACT DATE:

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: CONTACT PERSON
CONTRACT DATE:

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: CONTACT PERSON
CONTRACT DATE:

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

H. Schrier & Co., INC.

Food Service Distributor

REFERENCES

Suffolk County – Yaphank ,NY

631.852.5220

Jeanette Hickey

Oceanside School District – Oceanside NY

516.678.7548

Jane Blackburn

Jericho School District – Jericho NY

516.203.3600

Tracy Gillet

4901 GLENWOOD ROAD I BROOKLYN I NY I 11234I PHONE: 718.258.7550 I SATELITE OFFICE 631.307.9570
FAX: 718.258.9586 I EMAIL: SCHRIERFOODSERVICE@AOL.COM

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.

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

BIDDER SIGN HERE David Weinstein — BIDDER

Pres. — TITLE

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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Pres. _____ TITLE

(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,

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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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Pres. TITLE

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.

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, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. 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 Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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BIDDER SIGN HERE _____ _____
BIDDER TITLE

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.

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.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-08177-101

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders for a six (6) month period beginning November 1, 2017, through April 30, 2018.

The County shall issue a Blanket Purchase Order to the successful bidders for deliveries in accordance with telephone orders against the Purchase Order numbers.

PERIOD COVERED: Shall be for one (1) six (6) month term from date of issuance, and may be extended by mutual agreement for an additional six (6) month period with all the same terms, prices and conditions.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

Estimates Total Dollar Value: Six Months; $200,000.00

The estimates usage (6) six month figures are the result of research on every item as to their usage during a past six (6) six month period and/or their anticipated usage during the next six (6) month period.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

Inside delivery is required on all deliveries. No delivery will be accepted at any Nassau County Agency after 2:00 P.M.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

BID OPENING: At Bid Opening, only bidders names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

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.

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.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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BIDDER TITLE

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. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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

SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum 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 testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
29386-08177-101

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]

Subscribed to under penalty of perjury under the laws of the State of New York, this 15th day of August, 20 17. as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: H.Schrier & Co. Inc.

Address: 4901 Glenwood Road

Street: Brooklyn, NY 11234

City, Town, etc: P:718.258.7550 – F:718.258.9586

Telephone: _____ Title: President

If applicable, responsible Corporate Officer

Name David Libertoff Title President

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.

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BIDDER **TITLE**

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.

Ordinance # 72-2014

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
https://eproc.nassaucountyny.gov/SupplierRegister

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

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

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 **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST** 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

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BIDDER TITLE

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

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.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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

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Pres. TITLE

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

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 SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE 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 IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____ _____
CLAIMANT NAME DATE

_____ _____
BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

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

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.

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

Products must not be glass-packed.

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

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BIDDER TITLE

VENDOR NOTE: PRODUCTS WILL NOT BE ACCEPTED IF THEY ARE PACKAGED IN GLASS

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
1)	80	Cs.	393-74-670-200: TUNA FISH, LIGHT MEAT, CHUNCK, IN BRINE OR VEGETABLE BROTH, 6/66-1/2 OZ. CANS/CS "NIFDA" "NUGGET" OR EQUAL	$ 37.90
2)	2	CS	393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE	$ X
3)	10	CS	393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE	$ 52.16
4)	100	CS	393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	$ 26.98
5)	100	CS	393-54-730-000: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL	$ 22.84
6)	250	CS	393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE	$ 21.48
7)	250	CS	393-54-780-000: PINEAPPLE CHUNKS, US FANCY, 6/#10 CANS/CASE, NATURAL JUICE "DOLE" "DEL-MONTE" OR EQUAL	$ 23.88

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
8)	6	CS	393-54-200-100: APPLESAUCE,"MOTTS ORIGINAL 6/#10 CANS/CASE	$ 16.74
9)	15	CS	393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE	$ 27.98
10)	300	CS	393-86-500-010: THREE BEAN SALAD, 6/10/CASE	$ 24.44
11)	50	CS	393-86-000-020: GARBANZO BEANS, (CHIC PEAS)	$ 16.38
12)	400	CS	393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A	$ 16.90
13)	10	CS	393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, US #1 6/#10 CANS/CASE	$ 15.24
14)	20	CS	393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS	$ 15.98
15)	10	CS	393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5 US #1, 6//#10CANS/CASE	$ 16.98

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BIDDER SIGN HERE David Litchfield Pres.

BIDDER TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
16)	300	CS	393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE	$ 17.61
17)	10	CS	393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE	$ 32.44
18)	10	CS	393-86-620-000: PIMENTOS, WHOLE, 24/14 OZ/CASE	$ 21.68
19)	10	BAGS	393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY	$ 15.98
20)	20	CS	393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE	$ 17.98
21)	12	BAGS	393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY	$ 12.71
22)	12	BAGS	393-87-520-100: BLACKEYE PEAS, US FANCY, 25 POUND BAGS ONLY	$ 18.98
23)	50	CS	393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE	$ 33.48
24)	80	CS	393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS	$ 19.98
25)	20	CS	393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE	$ 18.52
26)	10	CS	393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE	$ 26.38

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
27)	10	CS	393-86-220-000: CARROTS, SLICES, US FANCY, 6/ #10 CANS/CASE	$ 16.90
28)	50	CS	393-86-820-000: TOMATO PASTE, ITALIAN, 6/10	$ 22.38
29)	40	CS	393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE	$ 15.98
30)	5	CS	393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE	$ 14.86
31)	50	CS	393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE	$ 13.68
32)	100	CS	393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS	$ 23.94
33)	50	CS	393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY	$ 26.—
34)	40	CS	393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY	$ X
35)	10	CS	393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE	$ 16.21
36)	75	CS	393-86-730-000: SAUERKRAUT, SHREDDED, US FANCY, 6/#10 CANS/CASE	$ 22.50
37)	10	CS	393-86-240-000: CORN, YELLOW WHOLE KERNEL, US #1, EXTRA STANDARD, 6/#10 CANS/CASE	$ 16.08

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
38)	5	BAGS	393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY	$ 19.09
39)	5	BAGS	393-87-312-000: BARLEY, PEARL, 25 POUND BAGS	$ 12.68
40)	250	BAGS	393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY	$ 14.56
41)	5	BAGS	393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY	$ 16.78
42)	5	CS	393-86-380-000: HOMINY GRITS, 12/24 OZ/CS	$ 15.46
43)	12	CS	393-60-130-000: APPLE JUICE 12/46 OZ/CS NO GLASS	$ 14.78
44)	5	CS	393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL	$ 26.14
45)	10	CS	393-60-141-000: APPLE CIDER, 4/1 GALLON/CASE NO GLASS	$ 17.14
46)	18	CS	393-60-320-000: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS	$ 17.16
47)	10	CS.	393-60-450-000: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS	$ 24.86
48)	10	CS	393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY	$ 20.98

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
49)	75	CS	393-60-560-000: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS Pure	$ 15.48
50)	15	CS	393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 ½ LBS./CASE	$ 28.90
51)	50	CS	393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/24 OZ/CASE	$ X
52)	600	Box	019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE' OR EQUAL, 50 LB/BAG OR BOX	$ 19.73 ~~17.98~~
53)	10	CS	393-43-000-000: MATZO, REGULAR AND FOR PASSOVER, 6/5 LB/CASE OR 30 LB/CASE	$ X
54)	12	CS	393-42-250-000: CORNSTARCH, 24/1 LB/CASE	$ 15.87
55)	5	CS	393-76-000-000: BAKING SODA, 24/1 LB./CASE	$ 13.38
56)	5	CS	393-32-150-000: BAKING POWDER, 6/5LB/CASE	$ 4.90
57)	20	CS	393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE	$ 33.90
58)	10	GAL.	393-50-300-000: COLORING, CARAMEL, 1 GALLON	$ X

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
59)	110	QT	393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES	$ X
60)	5	CS	393-03-001-000: CORNFLKAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL	$ 3556
61)	15	BAGS	393-90-310-000: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL	$ X
62)	110	BAGS	393-51-770-000: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG	$ 14.98

CAKE AND MUFFIN MIX

"GENERAL MILLS", "MODERN MAID" OR EQUAL, ALL PACKED 6/5 POUND/CASE NO BULK MIXES ACCEPTED

63)	150	CS	393-46-500-000: PANCAKE MIX	$ 17.58
64)	10	CS	393-47-211-000: DEVILS FOOD MIX	$ 2540
65)	15	CS	393-47-212-000: WHITE CAKE MIX	$ 2209
66)	5	CS	393-47-213-000: BROWNIE MIX	$ 2515
67)	15	CS	393-46-490-000: CORN MUFFIN MIX	$ 21.70

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
68)	20	CS	393-47-214-000: YELLOW CAKE MIX	$ 20.50
69)	5	CS	393-47-215-000: POUND CAKE MIX	$ 59.80
70)	5	CS	393-46-401-000: OAT BRAN MUFFIN MIX	$ 47.95

CONTINUED ON NEXT PAGE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
71)			**MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS UNLESS OTHERWISE INDICATED, ALL ENRICHED**	
A)	20	CS	393-61-770-000: SPAGHETTI	$ 8.37
B)	1,400	CS	393-61-520-000: MACARONI, ELBOWS	$ 8.37
C)	20	CS	393-61-521-000: ZITI	$ 8.37
D)	300	CS	393-61-522-000: MEDIUM SHELLS	$ 8.37
E)	20	CS	393-61-523-000: RIGATONI	$ 8.37
F)	10	CS	393-61-524-000: LASAGNA	$ 11.80
G)	10	CS	393-61-525-000: PENNE	$ 8.37
H)	20	CS	393-61-527-000: FETTUCINI	$ 13.95
I)	75	CS	393-61-526-000: ROTINI	$ 8.37
J)	10	CS	393-61-570-000: MEDIUM NOODLES 10 POUND/CASE	$ 7.11

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
			BARILLA SEMOLINA PASTAS ONLY	
K)	20	CS	393-61-526-100: BARILLA SEMOLINA PASTA 2/10 POUND/CASE, ROTINI	$ X
L)	20	CS	393-61-527-100: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, LINGUINI	$ X
M)	40	CS	393-61-525-300: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, PENNE	$ X
N)	50	CS	393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI	$ X
O)	25	CS	393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI	$ X
P)	20	CS	393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES	$ X
Q)	20	CS	393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS	$ X

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Estimated Usage-6 Months	Unit	Items and Description	Unit Price

CEREALS

IMPORTANT: ALL PRODUCTS BEING BID ON MUST HAVE BRAND NAME AND PACKAGING SIZE INDICATED BY VENDOR. ANY BID NOT INDICATING BRAND NAME OF PRODUCT MAY BE DISQUALIFIED. SUCCESSFUL BIDDERS SHOULD BE AWARE THAT ONLY PRODUCT BID BY THEM WILL BE ALLOWED FOR DELIVERY. NOTE: NO BOWLS ACCEPTED.

72)	5	CS	393-36-530-000: ROLLED OATS, 8/42 OZ/CASE, "QUAKER" OR EQUAL	$ 16.98
73)	5	CS	393-36-900-000: CREAM OF WHEAT, 12/28 OZ.CS	$ 19.78
74)	5	CS	393-36-660-000: CREAM OF RICE, 12/28 OZ.CASE	$ 25.18
75)	85	CS	393-35-310-000: CORNFLAKES, 70/CASE "KELLOGGS" OR EQUAL	$ ~~25.20~~ 25.20 ft
76)	85	CS	393-35-010-000: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL.	$ 28.17
77)	50	CS	393-35-320-000: CORN POPS, 70/CASE, KELLOGGS OR EQUAL	$ 27.26
78)	45	CS	393-35-360-000: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL	$ X
79)	50	CS	393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL	$ 26.46

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
80)	15	CS	393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL	$ 2506
81)	50	CS	393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL	$ 2671
82)	5	CS	393-35-370-000: PRODUCT 19, 70/CASE, KELLOGGS OR EQUAL	$ X
83)	75	CS	393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	$ 1820
84)	5	CS	393-35-420-000: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL	$ X
85)	10	CS	393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL	$ 2787
86)	5	CS	393-35-660-000: CRISPIX, 70/CASE, KELLOGGS OR EQUAL	$ X
87)	5	CS	393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL	$ 33.50

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
88)	80	CS	393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	$ 18.10
89)	20	CS	393-35-350-000: LIFE CEREAL, 70/CASE KELLOGGS OR EQUAL	$ X
90)	45	CS	393-35-912-000: FROSTED MINI WHEATS, 72/CASE KELLOGGS OR EQUAL	$ 28.48
91)	50	CS	393-35-234-003: COMPLETE ALL BRAND FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES	$ 28.68
92)	1,250	CS	393-35-310-004: CORN FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, 20/25 POUNDS/CASE/POLY-LINED CASES	26.89 $ 26.80 PF
93)	20	CS	393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL	$ 24.40
94)	20	CS	393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS	$ 24.40
95)	10	CS	393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX	$ 24.40
96)	10	CS	393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & ½ OZ/CASE, SMUCKERS OR EQUAL	$ 4.15

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BIDDER TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
97)	200	CS	393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE	$ 16.50
98)	50	CS	393-82-552-000: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE	$ 19.50
99)	5	CS	393-82-500-000: MOLASSES, 4/1 GAL/CASE	$ 49.89
100)			SUGAR, PRODUCT TO BE OBTAINED ONLY FROM SUGAR CANE OR SUGAR BEETS, PACKED:	
A)	160	BAGS	393-81-630-000: GRANULATED SUGAR, 50/LB/BAG	$ 23.44
B)	75	CS	393-81-632-000: SUGAR PACKETS, IND. 1/9OZ EA. 2,000/CASE	$ 7.96
101)	30	CS	393-81-740-000: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE	$ 9.09
102)	5	CS	393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE	$ 23.85
103)	6	CS	393-59-430-000: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL	$ 36.25
104)	50	CS	393-49-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH	$ 6.75
105)	6	CS	393-59-420-000: STRAWBERRY JELLY, IND. ½ OZ. EA. 200/CASE	$ X
106)	5	CS	393-47-454-100: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS.	$ X

Estimated

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	Usage-6 Months	Unit	Items and Description	Unit Price
107)	40	CS	393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CASE	$ 18.06
108)			SOUP BASE MIXES, DYHYDRATED, BULK PACK, CONCENTRATE, (**PACKED 12/16 OZ. PLASTIC JARS/CS.**) EACH 16 OZ TO YIELD 5 GALLONS OF SOUP. VENDOR MUST STATE BRAND:_____	
A)	75	CS	393-78-400-040: BEEF SOUP BASE (WITH BEEF FAT)	$ 11.98
B)	190	CS	393-78-400-050: CHICKEN SOUP BASE, (WITH CHICKEN FAT)	$ 11.48
C)	5	CS	393-78-400-080: ONION SOUP BASE,	$ 26.60
D)	5	CS	393-78-400-070: MUSHROOM SOUP BASE	$ 45.—
E)	5	CS	393-78-400-060: HAM BASE MIX	$ X
109)	10	CS	DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS	
A)	10	CS	393-46-420-000: CHERRY	$ 24.50
B)			393-46-421-000: LEMON	$ 24.50
C)			393-46-422-000: LIME	$ 24.50
D)			393-46-425-000: STRAWBERRY	$ 24.50

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Pres. TITLE

Estimated Usage-6 Months	Unit	Items and Description	Unit Price

BABY FOOD-STRAINED STAGE ONE, 16/2.5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL

110)	10	CS	393-31-400-000: APPLESAUCE (STRAINED)	$ X
111)	10	CS	393-31-401-000: BANANAS (STRAINED)	$ X
112)	10	CS	393-31-401-020: PEACHES (STRAINED)	$ X
113)	10	CS	393-31-860-100: GREEN BEANS (STRAINED)	$ X
114)	10	CS	393-31-861-200: PEAS (STRAINED)	$ X
115)	10	CS	393-31-860-000: CARROTS (STRAINED)	$ X

BABY FOOD-JUNIOR STAGE THREE, 12/5 OZ. /CASE "HEINZ" "GERBER" OR EQUAL

116)	5	CS	393-31-400-994: CARROTS, PEAS & CORN	$ X
117)	5	CS	393-31-400-995: SPINACH, APPLE & CARROTS	$ X
118)	5	CS	393-31-400-996: SQUASH & POTATO	$ X
119)	5	CS	393-31- 400-990: TURKEY/VEGETABLE	$ X
120)	5	CS	393-41-400-991: BEEF/VEGETABLE	$ X
121)	5	CS	393-41-400-992: CHICKEN/VEGETABLE	$ X
122)	5	CS	393-31-400-997: APPLE/BANANA/BLENDED	$ X
123)	5	CS	393-31-400-998: BANANA/APPLE/STRAWBERRY	$ X

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
124)	10	CS	393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE	$ 35.60
125)	25	CS	393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE	$ 29.05
126)	20	CS	393-74-250-00: CLAMS, MINCED, 12/#5 CANS/CASE	$ 69.74
127)	225	CS	393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS	$ 16.98
128-A)	50	CS	393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY	$ 34.50
128-B)	40	PAIL	393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY	$ 39.00
129)			PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	
A)	10	CS	380-33-270-000: VANILLA	$ 21.44
B)	10	CS	380-33-270-100: CHOCOLATE	$ 21.44
C)	10	CS	380-33-270-200: BUTTERSCOTCH	$ 21.44
130)	10	CS	380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE	$ 28.25

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

BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
131)	10	CS	380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL	$ 27.50
132)	25	CS	393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL	$ 13.50
133)	70	CS	485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE	$ 17.95
134)	75	BOXES	652-43-000-000: HAIR NETS, BROWN, NYLON, 144/BOX	$ X
135)	5	CS	393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE	$ 330
136)	5	CS	393-48-390-111: RANCH DRESSING, (4/GAL. CASE)	$ 22.25
137)	8	CS	393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL)	$ 34—
138)	5	CS	393-48-390-107: 1000 ISLAND SALAD DRESSING 4/1 GALLON/CASE)	$ X
139)	5	CS	393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL)	$ 44.50
140)	5	CS	393-48-390-109: FRENCH DRESSING (4/1 GAL)	$ 22.85
141)	5	CS	393-38-390-110: ITALIAN DRESSING, (4/1 GAL)	$ 17.65

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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
142)	15	CS	393-54-430-000: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE	$ /
143)	10	CS	393-48-858-000: MUSTARD, PREPARED, IND. 500/7GRAM/CASE	$ 440
144)	10	CS	393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE	$ 490
145)	20	CS	393-48-315-500: TOMATO KETCHUP, U.S.FANCY 24/14 OZ/ BOTTLES, "HUNTS" OR EQUAL NO GLASS	$ 3125
146)	5	CS	393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL	$ 1520
147)	5	CS	393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL	$ X
148)	20	CS	393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE	$ 1298
149)	12	CS	393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS	$ 2398
150)	3	CS	393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS	$ 3378
151)	10	CS	393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS	$ 1368
152)	8	CS	393-86-620-100: ROASTED PEPPERS, RED, 12/28 OZ/CASE	$ 2118

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
153)	8	CS	393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE	$ 19.51
154)	10	CS	393-69-540-000: PICKLE CHIPS, KOSHER, 4/1 GALLON, "B & G" OR EQUAL	$ 19.16
155)	12	CS	393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS	$ 19.98
156)	80	EA	393-80-560-000: OREGANO, 1 LB	$ 2.34
157)	50	EA	393-80-805-800: PAPRIKA, 1 LB	$ 2.16
158)	250	EA	393-80-600-000: PEPPER, BLACK, GROUND, 1/LB	$ 5.55
159)	5	EA	393-80-630-000: PEPPER, WHITE, GROUND, 1/LB	$ 7.93
160)	25	EA	393-80-010-000: ROSEMARY, 2 LB/BOX	$ 1.97
161)	10	EA	393-80-010-100: CAJUN SPICE 1 LB/BOX	$ 1.95

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
162)	75	EA	393-80-010-200: PEPPER, JALAPINO, CRUSHED RED PEPPER, 14/OZ/BOX	$ 1.90
163)	100	EA	393-80-260-000: CUMIN, GROUND, 1/LB	$ 2.64
164)	30	EA	393-80-830-000: THYME LEAF, 1/LB	$ 2.84
165)	20	EA	393-80-720-000: SAGE, LEAF, 1/LB	$ 2.50
166)	10	EA	393-80-650-000: PICKLING SPICES, PURE, 12/OZ	$ 1.97
167)	425	EA	393-80-230-000: CHILI POWDER, 1 LB	$ 2.34
168)	10	EA	393-80-500-000: NUTMEG, GROUND, 1/LB	$ 9.50
169)	25	EA	393-80-130-000: BAY LEAVES, PURE, 1/LB	$ 2.29
170)	50	EA	393-80-250-000: CINNAMON, GROUND, PURE, 14/0Z	$ 2.15
171)	250	EA	393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/	$ 3.17
172)	100	EA	393-80-100-000: BASIL LEAVES, PURE, 1 LB	$ 2.42

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_____ TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
173)	10	EA	393-80-360-000: GINGER, GROUND, 1 LB	$ ~~1.90~~ FR 3.1
174)	80	EA	393-80-670-000: POULTRY SEASONING, PURE, 1/LB	FR $ ~~2.64~~ 2.0
175)	20	EA	393-80-190-000: CELERY SALT, 2/LB	FR $ ~~2.84~~ 2.14
176)	10	EA	393-80-470-000: MUSTARD, DRY, 1/LB	FR $ ~~2.50~~ 2.1
177)	25	EA	393-80-550-000: ONION POWDER, PURE, 16/OZ	FR $ ~~1.97~~ 2.7
178)	25	EA	393-80-350-000: GARLIC POWDER, 1/LB	FR $ ~~2.54~~ 4.4
179)	35	EA	393-80-270-000: CURRY POWDER, 1/ LB	FR $ ~~.95~~ 2.45
180)	10	CS	393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS	$ 8.25
181)	90	CS	393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS	$ 5.73

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
182)	10	CS	393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS	$ 7.10
183)	8	CS	393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS.	$ 17.21
184)	50	BAGS	393-73-000-001: SALT, TABLE, 25 POUND BAGS	$ 4.65
185)	10	CS	393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL	$ 9.25
186)	10	CS	393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL	$ 22.81
187)	15	CS	393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES OR EQUAL	$ 12.91
188)	35	CS	393-48-761-000: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY	$ 9.78
189)	2	CS	393-48-761-000: HOISEN SAUCE, 6/5 QUART/CASE	$ 27.50
190)	100	QT	393-50-460-000: VANILLA FLAVOR QUART IMMITATION	$ 1.50
191)	5	CS	393-74-672-220: GIFILTE FISH, 12/24 OZ. (STATE BRAND_____	$ X
192)	120	CS	393-48-407-000: BROWN GRAVY MIX, 8/15 OZ BOX, "TRIO" OR "CHEF'S COMPANION"	$ 12.67

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
193)	130	CS	393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION"	$ 13.83
194)	5	CS	393-85-050-000: ICED-TEA MIX WITH LEMON & SWEETNER, "LIPTON" ONLY 12/24 OZ/CASE	$ /
195)	5	CS	393-85-100-000: DECAFFEINATED TEA BAGS "LIPTON' ONLY WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED	$ 17.95
196)	5	CS	393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX. LIPTON ONLY	$ 18.49
197)	325	CS	393-85-111-000: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE LIPTON ONLY	$ 10.50
198)	10	CS	393-68-000-001: PEANUT BUTTER, USDA GRADE A SMOOTH, CREAMY, 6/5 LB/TUBS, SELECT, TEDDY, NEWTON FARMS, CARRAIGE HOUSE, OR EQUAL	$ 34.75
199)	5	CS	390-91-100-100: WATER, SPRING, 6/1 GALLON/CS. PLASTIC JUG TYPE BOTTLES, CRYSTAL GEYSER OR EQUAL. (PRICE TO INCLUDE DEPOSIT)	$ 7-
200)	150	CS	390-91-100-200: WATER, SPRING, .5 LITER (1 PINT/.09 FL. OZ/) 24/CASE, CRYSTAL GEYSER OR EQUAL, (PRICE TO INCLUDE DEPOSIT)	$ 5.79
201)	10	CS	000-00-000-000: ALL PURPOSE BATTER MIX 6/5 LB./CASE, GOLDEN DIPT OR EQUAL	$ X

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	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
202)	250	CS	393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED	$ 21.75
203)	15	CS	375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE	$ 1465
204)	15	CS	393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE	$ 23.65
205)	10	CS	393-73-000-000: SALT, TABLE, 12/26OZ/CASE	$ 560
206)	12	EA	393-80-600-100: CAYENNE PEPPER, ONE POUND EA	$ 1.90
207)	40	EA	393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND	$ X
208)	24	EA	393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER	$ X
209)	8	CS	393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE	$ 35.75
210)	40	EA	393-80-805-900: PAPRIKA, SPANISH SMOKED SWEET, 1 POUND/EA	$ X

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Pres. _____ TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
211)	18	EA	393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND	$ X
212)	14	EA	393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON	$ 4.75
213)	12	EA	393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY	$ X
214)	10	EA	393-52-770-100: WHEAT FLOUR, 50 #/BAGS	$ X
215)	25	CS	375-60-200-100: TORTILLAS, FLOUR, 12/12 6 "ROUND CASE, "EL PASO" OR EQUAL	$ 20.74
216)	18	CS	375-60-200-000: TACO SHELLS, 200/CASE 6" SIZE	$ 10.50
217)	2	EA	393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR	$ 2.75
218)	12	EA	393-80-170-100: SESAME SEEDS, 1 POUND JAR	$ 2.35
219)	2	CS	393-60-560-100: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL	$ X
220)	10	CS	393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG	$ 12.00
221)	5	CS	393-61-524-100: LASAGNA, OVEN READY, BARILLA ONLY, 12/9 OZ/CASE	$ X

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
222)	6	CS	393-43-180-000: HONEY GRAHAMS, 200/2 COUNT	$ 13.75
223)	12	CS	393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS	$ 23.90
224)	600	CS	393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED **REDPACK ONLY** 6/#10/CANS/CASE	$ 22.18
225)	10	CS	393-86-620-300: CHERRY PEPPERS, HOT, 4/1 GALLON/CASE/NO GLASS	$ 26.50
226)	5	CS	393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GALLON/CASE/NO GLASS	$ X
227)	5	EA	393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL	$ 14.90
228)	5	BOX	393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE	$ X
229)	12	CASE	393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS.	$ X

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Pres. TITLE

	Estimated Usage-6 Months	Unit	Items and Description	Unit Price
230)	60	EACH	850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTRIOUS.	$ X
231)	50	Dz.	240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK	$ X
232)	5	CS	393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL	$ 25.50
233)	5	CS	393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL	$ 29.50
234)	5	CS	393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE	$ X
235)	5	CS	393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE	$ X
236)	5	CS	393-36-900-000: CREAM OF WHEAT, "WHEATENA', 12/22 OZ/CASE	$ X
237)	5	CS	393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL	$ 27.50

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BIDDER SIGN HERE _____ BIDDER

Pres. TITLE

Client#: 51028 HSCHR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2017

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

PRODUCER	CONTACT NAME: Gwen Kolenik	
Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000	PHONE (A/C, No, Ext): 516 390 3812	FAX (A/C, No): 516 390 3813
	E-MAIL ADDRESS: gkolenik@rampartinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Tokio Marine America Ins Co	10945
INSURED H. Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234	INSURER B : Natl Union Fire Ins Co of Pitts	19445
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPP640801902	01/20/2017	01/20/2018	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BE020693566	01/20/2017	01/20/2018	EACH OCCURRENCE	$25,000,000
C	X EXCESS LIAB X CLAIMS-MADE			1857105389	01/20/2017	01/20/2018	AGGREGATE	$25,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Grocery Bid # 39386-08177-101

Certificate Holder is included as Additional Insured as respects General Liability as required by written contract or agreement.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
County of Nassau Office of Purchasing 1 West Street, North Entrance 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

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DESCRIPTIONS (Continued from Page 1)

All Coverage is Subject to Policy Limits, Sub-Limits, Terms, Conditions, Limitations and Exclusions

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHR CC	MIVI FOODS	UNIVERS COFFE	ELWOOI														DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
1	393-74-670-200	80	CASE	37.90	36.90	36.88	NB															
2	393-65-000-000	2	CASE	NB	95.70	NB	NB															
3	393-64-100-000	10	CASE	52.16	47.50	NB	NB															
4	393-48-740-000	100	CASE	26.98	26.85	NB	NB															
5	393-54-730-000	100	CASE	22.84	26.60	22.28	NB															
6	393-54-750-000	250	CASE	21.48	25.40	20.93	NB															
7	393-54-780-000	250	CASE	23.88	23.70	23.47	NB															
8	393-54-200-100	6	CASE	16.74	17.50	16.68	NB															
9	393-86-000-010	15	CASE	27.98	26.90	27.77	NB															
10	393-86-500-010	300	CASE	24.44	24.60	24.88	NB															
11	393-86-000-020	50	CASE	16.38	15.90	16.88	NB															
12	393-86-200-000	400	CASE	16.90	17.90	15.35	NB															
13	393-86-140-000	10	CASE	15.24	15.60	16.88	NB															
14	393-86-000-030	20	CASE	15.98	16.40	16.88	NB															
15	393-86-190-000	10	CASE	16.98	17.90	NB	NB															
16	393-86-150-000	300	CASE	17.61	17.30	17.28	NB															
17	393-86-150-100	10	CASE	32.44	30.35	NB	NB															
18	393-86-620-000	10	CASE	21.68	21.60	22.88	NB															
19	393-87-310-000	10	BAGS	15.98	16.80	17.98	NB															
20	393-86-590-000	20	CASE	17.98	20.50	19.47	NB															
21	393-87-520-000	12	BAGS	12.71	13.90	13.48	NB															
22	393-87-520-100	12	BAGS	18.98	21.30	20.48	NB															
23	393-87-550-000	50	CASE	33.48	33.90	25.73	NB															
24	393-86-650-000	80	CASE	19.98	24.15	20.23	NB															
25	393-86-660-000	20	CASE	18.52	23.25	18.33	NB															
26	393-86-520-000	10	CASE	26.38	17.60	26.23	NB															
27	393-86-220-000	10	CASE	16.90	15.75	14.98	NB															
28	393-86-820-000	50	CASE	22.38	25.70	22.23	NB															
29	393-86-821-000	40	CASE	15.98	15.90	16.88	NB															
30	393-86-810-000	5	CASE	14.86	15.70	NB	NB															
31	393-86-811-000	50	CASE	13.68	13.60	13.73	NB															
32	393-86-811-200	100	CASE	23.94	22.50	NB	NB															
33	393-86-811-300	50	CASE	26.00	23.65	NB	NB															
34	393-86-811-400	40	CASE	NB	24.90	NB	NB															
35	393-48-310-000	10	CASE	16.21	16.80	18.48	NB															
36	393-86-730-000	75	CASE	22.50	20.00	20.48	NB															
37	393-86-240-000	10	CASE	16.08	16.10	15.97	NB															
38	393-87-311-000	5	BAGS	19.09	18.90	20.78	NB															
39	393-87-312-000	5	BAGS	12.68	13.60	13.48	NB															
40	393-87-311-100	250	BAGS	14.56	16.90	13.88	NB															

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHF CC	MIVI FOODS	UNIVER COFFE	ELWOOD													DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
41	393-87-311-200	5	BAGS	16.78	27.80	19.68	NB															
42	393-86-380-000	5	CASE	15.46	16.50	15.18	NB															
43	393-60-130-000	12	CASE	14.78	17.25	14.48	NB															
44	393-48-730-000	5	CASE	26.14	28.20	NB	NB															
45	393-60-141-000	10	CASE	17.14	14.95	NB	NB															
46	393-60-320-000	18	CASE	17.16	18.90	16.88	NB															
47	393-60-450-000	10	CASE	24.86	25.85	30.88	NB															
48	393-60-640-000	10	CASE	20.98	19.60	NB	NB															
49	393-60-560-000	75	CASE	15.48	23.85	9.48	NB															
50	396-53-850-000	15	CASE	28.90	22.85	26.88	NB															
51	396-53-850-010	50	CASE	NB	67.00	48.88	NB															
52	019-66-030-000	600	BOX	19.73	19.75	22.73	NB															
53	393-43-000-000	10	CASE	NB	NB	68.88	NB															
54	393-42-250-000	12	CASE	15.87	16.90	15.48	NB															
55	393-76-000-000	5	CASE	13.38	13.45	NB	NB															
56	393-32-150-000	5	CASE	49.90	53.90	NB	NB															
57	393-57-300-000	20	CASE	33.50	25.85	NB	NB															
58	393-50-300-000	10	GAL	NB	6.70	5.48	NB															
59	393-50-301-000	110	QT	NB	1.30	1.38	NB															
60	393-03-001-000	5	CASE	35.50	31.90	30.73	NB															
61	393-90-310-000	15	BAGS	NB	4.90	NB	NB															
62	393-51-770-000	110	BAGS	14.98	14.40	NB	NB															
63	393-46-500-000	150	CASE	17.58	17.85	NB	NB															
64	393-47-211-000	10	CASE	25.40	25.60	NB	NB															
65	393-47-212-000	15	CASE	22.09	22.60	NB	NB															
66	393-47-213-000	5	CASE	25.15	25.80	NB	NB															
67	393-46-490-000	15	CASE	21.70	21.90	NB	NB															
68	393-47-214-000	20	CASE	22.50	22.70	NB	NB															
69	393-47-215-000	5	CASE	59.80	62.90	NB	NB															
70	393-46-401-000	5	CASE	47.95	48.50	NB	NB															
71A	396-61-770-000	20	BOX	8.37	10.65	8.38	NB															
71B	393-61-520-000	1400	BOX	8.37	10.65	8.24	NB															
71C	393-61-521-000	20	BOX	8.37	10.65	8.38	NB															
71D	393-61-522-000	300	BOX	8.37	10.65	8.88	NB															
71E	393-61-523-000	20	BOX	8.37	10.65	8.88	NB															
71F	393-61-524-000	10	BOX	11.80	13.50	NB	NB															
71G	393-61-525-000	10	BOX	8.37	10.65	8.38	NB															
71H	393-61-527-000	20	BOX	13.95	11.65	11.48	NB															
71I	393-61-526-000	75	BOX	8.37	10.65	8.88	NB															
71J	393-61-570-000	10	BOX	7.11	13.75	6.87	NB															

OPENED AUGUST 17, 2017 AT 11 A.M.
BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHR CO	MIVIL FOODS C	UNIVERS COFFEI	ELWOOD													DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
71K	393-61-526-100	20	CASE	NB	17.80	NB	NB															
71L	393-61-527-100	20	CASE	NB	17.80	NB	NB															
71M	393-61-525-300	40	CASE	NB	17.80	NB	NB															
71N	393-61-523-100	50	CASE	NB	17.80	NB	NB															
71O	393-61-770-200	25	CASE	NB	17.80	NB	NB															
71P	393-61-770-300	20	CASE	NB	17.80	NB	NB															
71Q	393-61-770-400	20	CASE	NB	17.80	NB	NB															
72	393-36-530-000	5	CASE	16.98	25.90	18.48	NB															
73	393-36-900-000	5	CASE	19.78	NB	18.53	NB															
74	393-36-660-000	5	CASE	25.18	26.90	24.13	NB															
75	393-35-310-000	85	CASE	25.20	18.40	26.68	NB															
76	393-35-010-000	85	CASE	28.17	18.40	28.09	NB															
77	393-35-320-000	50	CASE	27.26	27.25	28.86	NB															
78	395-35-360-000	45	EA	NB	58.90	NB	NB															
79	393-35-330-000	50	CASE	26.46	26.35	28.13	NB															
80	393-35-650-000	15	CASE	25.06	24.85	25.18	NB															
81	393-35-230-000	50	CASE	26.71	18.80	28.13	NB															
82	393-35-370-000	5	CASE	NB	18.40	NB	NB															
83	393-35-520-000	75	CASE	18.20	17.65	NB	NB															
84	393-35-420-000	5	CASE	NB	17.65	NB	NB															
85	393-35-234-000	10	CASE	27.87	27.90	28.09	NB															
86	393-35-660-000	5	CASE	NB	18.40	NB	NB															
87	393-35-400-000	5	CASE	33.50	32.90	33.96	NB															
88	395-35-410-000	80	EA	18.10	18.90	NB	NB															
89	393-35-350-000	20	CASE	NB	48.75	NB	NB															
90	393-35-912-000	45	CASE	28.48	28.90	29.59	NB															
91	393-35-234-003	50	CASE	28.68	NB	29.93	NB															
92	393-35-310-004	1250	CASE	26.80	NB	37.68	NB															
93	393-81-130-000	20	CASE	24.40	24.60	22.88	NB															
94	393-81-131-000	20	CASE	24.40	24.60	22.88	NB															
95	393-81-000-000	10	CASE	24.40	24.60	22.88	NB															
96	393-82-550-000	10	CASE	4.15	4.58	7.77	4.02															
97	393-82-551-000	200	CASE	16.50	16.50	NB	11.95															
98	393-82-552-000	50	CASE	19.50	19.70	NB	NB															
99	393-82-500-000	5	CASE	49.89	38.90	NB	NB															
100A	393-81-630-000	160	BAGS	23.44	24.50	NB	NB															
100B	393-81-632-000	75	CASE	7.96	8.78	8.48	NB															
101	393-81-740-000	30	CASE	9.09	12.65	9.13	NB															
102	393-81-741-000	5	CASE	25.85	25.45	24.88	NB															
103	393-59-430-000	6	CASE	36.25	39.75	36.28	24.00															

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHR CO	MIVII FOODS	UNIVERS COFFE	ELWOOD														DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
104	393-59-410-000	50	CASE	6.75	4.68	8.68	4.46															
105	393-59-420-000	6	CASE	NB	8.80	NB	6.25															
106	393-47-454-100	5	CASE	NB	29.35	NB	NB															
107	393-78-200-000	40	CASE	18.06	17.80	NB	NB															
108A	393-78-400-040	75	CASE	11.98	18.78	12.13	NB															
108B	393-78-400-050	190	CASE	11.48	18.78	11.43	NB															
108C	393-78-400-080	5	CASE	26.60	26.20	NB	NB															
108D	393-78-400-070	5	CASE	45.00	45.25	NB	NB															
108E	393-31-400-000	5	CASE	NB	28.90	NB	NB															
109A	393-46-420-000	10	CASE	24.50	21.40	20.68	NB															
109B	393-46-421-000		CASE	24.50	21.40	20.68	NB															
109C	393-46-422-000		CASE	24.50	21.40	20.68	NB															
109D	393-46-425-000		CASE	24.50	21.40	20.68	NB															
110	393-31-400-000	10	CASE	NB	10.54	10.23	NB															
111	393-31-401-000	10	CASE	NB	10.54	10.23	NB															
112	393-31-401-020	10	CASE	NB	10.54	10.23	NB															
113	393-31-860100	10	CASE	NB	10.54	10.23	NB															
114	393-31-860-200	10	CASE	NB	10.54	10.23	NB															
115	393-31-860-000	10	CASE	NB	10.54	10.23	NB															
116	393-31-400-994	5	CASE	NB	11.10	10.73	NB															
117	393-31-400-995	5	CASE	NB	11.10	10.73	NB															
118	393-31-400-996	5	CASE	NB	11.10	10.73	NB															
119	393-31-400-990	5	CASE	NB	11.10	NB	NB															
120	393-31-400-991	5	CASE	NB	11.10	NB	NB															
121	393-31-400-992	5	CASE	NB	11.10	NB	NB															
122	393-31-400-997	5	CASE	NB	11.10	10.73	NB															
123	393-31-400-998	5	CASE	NB	11.10	10.73	NB															
124	393-63-510-000	10	CASE	35.60	36.25	NB	NB															
125	393-48-820-000	25	CASE	29.05	28.70	NB	NB															
126	393-74-250-000	20	CASE	69.74	69.25	NB	NB															
127	393-80-340-000	225	CASE	16.98	21.85	15.78	NB															
128A	393-48-720-000	50	CASE	34.50	34.62	NB	16.20															
128B	393-48-720-000	40	PAIL	39.00	39.50	NB	NB															
129A	380-33-270-000	10	CASE	21.44	20.42	21.50	NB															
129B	380-33-270-100	10	CASE	21.44	20.42	21.50	NB															
129C	380-33-270-200	10	CASE	21.44	20.42	22.00	NB															
130	380-33-270-400	10	CASE	28.25	24.90	24.88	NB															
131	380-33-270-500	10	CASE	27.50	22.90	NB	NB															
132	393-75-300-000	25	CASE	13.50	13.60	NB	NB															
133	485-18-280-000	70	CASE	17.95	15.85	NB	NB															

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHF CO	MIVI FOODS	UNIVER. COFFE	ELWOOI													DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
134	652-43-000-000	75	BOXES	NB	9.85	NB	NB															
135	393-48-390-106	5	CASE	3.30	3.75	4.83	3.90															
136	393-48-390-111	5	CASE	22.25	28.50	16.93	17.20															
137	393-48-390-112	8	CASE	34.00	35.00	NB	NB															
138	393-48-390-107	5	CASE	NB	34.15	NB	19.95															
139	393-48-390-108	5	CASE	44.50	40.85	NB	NB															
140	393-48-390-109	5	CASE	22.85	22.65	19.44	19.95															
141	393-48-390-110	5	CASE	17.65	21.50	11.88	12.20															
142	393-54-430-000	15	CASE	NB	15.75	NB	10.24															
143	393-48-858-000	10	CASE	4.40	4.50	6.98	4.48															
144	393-48-315-000	10	CASE	4.90	7.90	8.18	4.72															
145	393-48-315-500	20	CASE	31.25	30.80	NB	NB															
146	393-48-440-500	5	CASE	125.20	123.60	NB	NB															
147	393-48-480-000	5	CASE	NB	42.85	NB	NB															
148	393-48-858-600	20	CASE	12.98	11.15	NB	NB															
149	393-69-480-000	12	CASE	23.98	24.40	28.88	NB															
150	393-69-480-600	3	CASE	33.78	31.10	32.88	NB															
151	393-69-300-000	10	CASE	13.68	13.90	13.73	NB															
152	393-86-620-100	8	CASE	21.18	21.30	22.44	NB															
153	39386-620-200	8	CASE	19.51	19.40	19.44	NB															
154	393-69-540-000	10	CASE	19.16	19.15	NB	NB															
155	393-69-545-000	12	CASE	19.98	19.30	NB	NB															
156	393-80-560-000	80	EA	2.34	3.40	1.88	NB															
157	393-80-805-800	50	EA	2.16	2.17	1.98	NB															
158	393-80-600-000	250	EA	5.55	5.40	3.88	NB															
159	393-80-630-000	5	EA	7.93	6.60	6.67	NB															
160	393-80-010-000	25	EA	1.97	5.25	1.83	NB															
161	393-80-010-100	10	EA	1.95	2.30	2.03	NB															
162	393-80-010-200	75	EA	1.90	2.20	2.26	NB															
163	393-80-260-000	100	EA	2.64	2.35	2.18	NB															
164	393-80-830-000	30	EA	2.84	3.48	2.47	NB															
165	393-80-720-000	20	EA	2.50	5.60	2.38	NB															
166	393-80-650-000	10	EA	1.97	2.85	2.65	NB															
167	393-80-230-000	425	EA	2.34	2.40	1.88	NB															
168	393-80-500-000	10	EA	9.50	5.80	6.38	NB															
169	393-80-130-000	25	EA	2.29	3.99	2.18	NB															
170	393-80-250-000	50	EA	2.15	2.35	2.13	NB															
171	393-80-590-000	250	EA	3.17	3.90	2.33	NB															
172	393-80-100-000	100	EA	2.42	3.48	2.11	NB															
173	393-80-360-000	10	EA	3.10	2.50	2.48	NB															

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	H. SCHR CO	MIVIL FOODS	UNIVERS COFFE	ELWOOD														DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TO NO.	AMOUNT
174	393-80-670-000	80	EA	2.00	2.10	1.92	NB															
175	393-80-190-000	20	EA	2.14	2.39	1.82	NB															
176	393-80-470-000	10	EA	2.10	1.95	1.83	NB															
177	393-80-550-000	25	EA	2.70	2.89	2.02	NB															
178	393-80-350-000	25	EA	4.45	3.25	3.27	NB															
179	393-80-270-000	35	EA	2.45	2.79	2.14	NB															
180	393-88-100-000	10	CASE	8.25	8.35	NB	NB															
181	393-88-110-000	90	CASE	5.73	5.75	5.73	NB															
182	393-88-111-000	10	CASE	7.10	7.12	NB	NB															
183	393-88-111-100	8	CASE	17.21	15.90	NB	NB															
184	393-73-000-001	50	BAGS	4.65	4.75	NB	NB															
185	393-48-910-000	10	CASE	9.25	8.85	8.59	NB															
186	393-48-750-000	10	CASE	22.18	23.15	NB	NB															
187	393-48-860-000	15	CASE	12.91	13.90	NB	12.90															
188	393-48-761-000	35	CASE	9.78	31.90	10.68	NB															
189	393-48-761-100	2	CASE	27.50	25.60	NB	NB															
190	393-50-460-000	100	QT	1.50	1.40	1.27	NB															
191	393-74-672-220	5	CASE	NB	45.80	45.68	NB															
192	393-48-407-000	120	CASE	12.63	18.75	12.43	NB															
193	393-48-409-000	130	CASE	13.83	20.60	13.63	NB															
194	393-85-050-000	5	CASE	NB	NB	19.88	NB															
195	393-85-100-000	5	CASE	17.95	19.50	17.88	NB															
196	393-85-110-000	5	CASE	18.49	19.50	17.88	NB															
197	393-85-111-100	325	CASE	10.50	5.95	4.88	NB															
198	393-68-000-001	10	CASE	34.75	39.60	34.98	NB															
199	390-91-100-100	5	CASE	7.00	6.75	NB	NB															
200	390-91-100-200	150	CASE	5.79	7.95	NB	NB															
201	000-00-000-000	10	CASE	NB	37.90	NB	NB															
202	393-54-110-000	250	CASE	21.75	25.65	21.38	NB															
203	375-15-760-100	15	CASE	14.65	14.70	NB	NB															
204	393-43-800-000	15	CASE	23.65	20.50	NB	NB															
205	393-73-000-000	10	CASE	5.60	12.50	NB	NB															
206	393-80-600-100	12	EA	1.90	2.19	2.14	NB															
207	393-80-600-200	40	EA	NB	2.50	1.88	NB															
208	393-80-600-300	24	EA	NB	3.65	NB	NB															
209	393-80-600-400	8	CS	35.75	35.60	NB	NB															
210	393-80-805-900	40	EA	NB	2.75	2.98	NB															
211	393-48-761-200	18	EA	NB	4.95	NB	NB															
212	393-48-761-300	14	EA	4.75	5.10	NB	NB															
213	393-80-010-500	12	EA	NB	6.89	NB	NB															
214	393-52-770-000	10	EA	NB	14.70	NB	NB															

BID NO: 39386-08177-101
REQ. NO: N/A
TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	1 H. SCHR CO	2 MIVII FOODS	3 UNIVERS COFFE	4 ELWOOD	5	6	7	8	9	10	11	12	13	14	15	16	17	DETAILS OF AWARD TO NO.	DETAILS OF AWARD AMOUNT
215	375-60-200-100	25	CS	20.74	12.50	NB	NB															
216	375-60-200-000	18	CS	10.50	10.60	NB	NB															
217	393-80-060-000	2	EA	2.75	4.18	3.28	NB															
218	393-80-170-100	12	EA	2.35	2.40	2.16	NB															
219	393-60-050-100	2	CS	NB	29.90	NB	NB															
220	393-96-811-500	10	CS	12.00	11.50	14.48	NB															
221	393-61-524-100	5	CS	NB	24.85	NB	NB															
222	393-43-180-000	6	CS	13.75	19.80	16.19	NB															
223	393-86-150-200	12	CS	23.90	18.90	NB	NB															
224	393-86-811-600	600	CS	22.18	22.50	NB	NB															
225	393-86-620-300	10	CS	26.50	NB	21.88	NB															
226	393-86-620-400	5	CS	NB	NB	NB	NB															
227	393-62-000-000	5	EA	14.50	NB	NB	NB															
228	393-37-020-000	5	BX	NB	44.75	NB	NB															
229	393-33-184-002	12	CASE	NB	46.85	NB	NB															
230	850-50-000-000	60	EA	NB	29.90	NB	NB															
231	240-77-000-000	50	DZ	NB	2.99	NB	NB															
232	393-54-520-000	5	CASE	25.50	34.00	24.73	NB															
233	393-78-911-000	5	CASE	25.50	25.90	NB	NB															
234	393-43-170-000	5	CASE	NB	27.85	NB	NB															
235	393-85-111-100	5	CASE	NB	23.85	NB	NB															
236	393-36-900-000	5	CASE	NB	35.75	18.53	NB															
237	393-35-234-005	5	CASE	27.50	25.85	NB	NB															
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET												

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

Date 2/17/17 Claudia Colasurdo Jackson Coordinator

PUBLIC BID OFFICER

Groceries Bid #39386-08177-101 Award Explanations

Bid #39386-08177-101
Bid Title: Groceries
Bid Opening Date: August 17, 2017
Buyer: Linda A. Mills, Food Inspector 2
Date: September 11, 2017

EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW BIDDERS

Item 49 (Real-Lemon Lemon Juice)
Apparent low bidder, Vendor #3 does not meet specifications. Product calls for "Pure Lemon Juice". Recommend award to Vendor #1, who offers item to specs.

Item 73 (Cream of Wheat Cereal)
Apparent low bidder, Vendor #3, offers 240 Ounces @ 0.077 per Ounce. Actual low bidder, Vendor #1, offers 336 ounces @0.074 per Ounce.
Recommend award to Vendor #1.

Item 128A- (Barbeque Sauce) Apparent low bidder, vendor #4 not to specifications. Offers brand that is not acceptable nor hold up well. Bid clearly states "Open Pit" Only, as it is a quality product with no waste.
Recommend award to Vendor #1.

Item 181- (Vinegar, White) Tied between Vendors # 1 & 3. All terms were identical; therefore, a coin toss was needed to determine winner. Coin toss was conducted 8/27/17 by Claudia Colasurdo, Technical Coordinator, witnessed by Mary Hoeflinger, Buyer. Schrier Foods was declared "Heads" and Universal Coffee was declared "Tails" Coin toss result was "Heads". Recommend award of this item to H. Schrier & Co., Inc.

Bid #39386-08177-101
Bid Title: Groceries
Bid Opening Date: August 17, 2017
Buyer: Linda A. Mills, Food Inspector 2
Date: September 11, 2017

EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW BIDDERS

Item 188-(Soy Sauce) Apparent low bidders, vendors 1 & 3 did not bid to specifications. Offer brands that are not acceptable nor hold up well. Bid clearly states "La Choy" Brand, as others used in the past were watery, did not yield as it should and ultimately cost more money than La Choy Brand. Recommend award to Vendor #2.

Bid Title: GROCERIES
Bid Number: 39386-08177-101
Date: September 11, 2017

AWARD RECOMMENDATIONS

Items:
10, 13, 14, 15, 19, 20, 21, 22, 23, 24, 30, 35, 39, 41, 44, 47, 49, 52, 55, 56, 63, 64, 65, 66, 67, 68, 69, 70, 71A, 71C, 71D, 71E, 71F, 71G, 71I, 72, 73, 85, 88, 90, 91, 92, 98, 100A, 100B, 101, 108A, 108D, 124, 128A, 128B, 132, 135, 137, 143, 149, 151, 152, 161, 162, 166, 180, 181, 182, 184, 186, 198, 200, 203, 205, 206, 212, 216, 217, 222, 224, 227, 233 To:

To: H. Schrier & Co., Inc. Vendor #1 (78 Items)

Items:
2, 3, 4, 9, 11, 17, 18, 29, 31, 32, 33, 34, 36, 38, 45, 48, 50, 57, 59, 61, 62, 71K, 71L, 71M, 71N, 71O, 71P, 71Q, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 89, 99, 106, 107, 108C, 108D, 119, 120, 121, 125, 126, 129A, 129B, 129C, 131, 133, 134, 139, 145, 146, 147, 148, 150, 153, 154, 155, 159, 168, 178, 183, 189, 199, 201, 204, 208, 209, 210, 211, 213, 214, 215, 219, 220, 221, 223, 228, 229, 230, 231, 234, 235, 237

To: Mivila Foods Vendor #2 (92 Items)

AWARD RECOMMENDATIONS

Items:
1, 5, 6, 7, 8, 12, 16, 25, 26, 27, 28, 37, 40, 42, 43, 46, 51, 53, 54, 58, 60, 71B, 71H, 71J, 74, 93, 94, 95, 102, 108B, 109A, 109B, 109C, 109D, 110, 111, 112, 113, 114, 115, 116, 117, 118, 122, 123, 127, 130, 140, 141, 156, 157, 158, 160, 163, 164, 165, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 179, 185, 188, 190, 191, 192, 193, 194, 195, 196, 197, 202, 207, 218, 225, 232, 236

To: Universal Coffee Vendor #3 (83 Items)

Items:
96, 97, 103, 104, 105, 136, 138, 142, 144, 187,

To: Elwood International Vendor #4 (10 Items)

Items #226, No Bid/No Award (1 Item)

FORMAL BID RECOMMENDATION

BID NUMBER: **39386-08177-101** OPEN DATE: **August 17, 2017**

TITLE: **GROCERIES**

DATE: September 11, 2017

TO: BUYER: **LINDA A. MILLS** GROUP: **FOOD** FROM: **ADMINISTRATION**

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

Date: Sept. 11, 2017

To: Supervisor From: Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the attached pages.

Linda A. Mills
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

_____
Supervisor

Date: 9/11/17

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☑ Subject to Legislature Approval

Director

Bid Results
Recommend award be
Made to the lowest
Responsible vendors as
Listed below:
H. Schrier & Co., Inc.
Mivila Foods
Universal Coffee
Elwood International
See attached sheets for
Individually awarded
items
Please refer to the attached
"Award Explanations"
Sheets for award details.

DPS-B021
PR-1491.3/72 Rev.3/01

E-19Q-17

NIFS ID:clpd17000007 **Department: Police Dept.**

Capital:

SERVICE: outside counsel

Contract ID #:cqpd17000001 NIFS Entry Date: 27-JUL-17 Term: from to

Amendment	
Time Extension:	
Addl. Funds:X	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: leahey & johnson	Vendor ID#: [redacted]
Address: 120 wall street new York, ny 10005	Contact Person: peter johnson
	Phone: 212-269-7308

Department:
Contact Name: jaclyn delle
Address: 1 west street mineola, ny 11501
Phone: 516-571-3034

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2017 SEP 21 P 12:05

Routing Slip

Department	NIFS Entry: X	24-AUG-17 -- JOWEIS
Department	NIFS Approval: X	24-AUG-17 -- JOWEIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-SEP-17 -- RDALLEVA
OMB	NIFS Approval: X	11-SEP-17 -- WCOTE
County Atty.	Insurance Verification: X	30-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	31-AUG-17 -- JDELLE
Dep. CE	Approval: X	20-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	13-SEP-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment to an outside counsel contract for representation of the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department. The amendment increases the maximum amount of the contract by $450,000, bringing the total maximum amount of the contract to $700,000.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: $450,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	pdd
Control:	2000
Resp:	2490
Object:	de502
Transaction:	109
Project #:	
Detail:	

RENEWAL	
% Increase	180
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
2	pdpdd2490/de502	$ 450,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 450,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** leahey & johnson

2. **Dollar amount requiring NIFA approval:** $450000

   Amount to be encumbered: $450000

   This is a Amendment

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

3. **Contract Term: 12/01/2013 to completion**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: amendment to existing contract

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 100

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

This is an amendment to an outside counsel contract for representation of the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department. The amendment increases the maximum amount of the contract by $450,000, bringing the total maximum amount of the contract to $700,000.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA 12-SEP-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Leahey & Johnson, P.C. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Leahey & Johnson, P.C.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Leahey & Johnson, P.C.

CONTRACTOR ADDRESS: 120 Wall St., New York, NY 10005

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. x This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on March 1, 2017. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Insp. [signature]
Department Head Signature

07/27/17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: May 9 2017

Vendor: Leahy + Johns P.C.

Signed:

Print Name: PETER J. JOHNS

Title: PRESIDENT

Rev. 12-2015

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 PETER J. TOMSON
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 120 WALL ST
   City/state/zip NYC NY 10005
   Telephone 212 269-7308
   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 1/1/95 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100%

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.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ 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. 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 ✓ 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.

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.

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

CERTIFICATION

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

I, PETER J. JOHNSON, 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 9th day of MAY 2017

Steven Martin

Notary Public

STEVEN MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 20 18

LEAHEY + JOHNSON P.C.

Name of submitting business

PETER J. JOHNSON

Print name

Signature

PRESIDENT

Title

5/9/17

Date

Rev. 3-2016

Business History Form

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

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

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

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

Date: May 9, 2017

1) Proposer's Legal Name: Leahey and Johnson, P.C.

2) Address of Place of Business: 120 Wall Street Suite 2220 New York, NY 10005

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 212-269-7308

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

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

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

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 ___ No x If Yes, provide details.

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We undertake a conflict check with regard to every engagement. We do not accept a matter if there is a conflict.

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

* See Attached

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company BARNES + NOBLE

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City/State NYC NY 10011

Telephone 212 633-3300

Fax # _____

E-Mail Address SROBILOTTO@BN.COM

Company CATHOLIC MUTUAL GROUP

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Company C.V. STARR

Contact Person FRANCIS SHEERIN

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Attorneys at Law

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FACSIMILE (212) 422-4751

120 Wall Street, New York, N.Y. 10005

May 8, 2017

RESPONSES TO A.

i) 1953
ii) PETER JAMES JOHNSON JR.
[redacted]
iii) SAME AS ii
iv) STATE OF NEW YORK
v) 40-50 (VARIES)
vi) PROTECTED 6 MILLION dollars
vii) SEE ATTACHED RESUME
viii) NOT APPLICABLE

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Re: Leahey & Johnson, P.C. Serving New York Since 1953

Dear Craig:

Leahey & Johnson, P.C. ("the Firm"), is a preeminent law firm in New York City that provides defense litigation services to major insurers, third party administrators, national and local companies and municipalities in State and Federal courts throughout New York City, Long Island, and lower New York State. The Firm has been acknowledged by Martindale Hubbell's highest "AV" Rating and in the Bar Register of Pre-eminent Lawyers and Law Firms, and the New York Super Lawyers and Best Lawyers in America designation for many years.

The Firm was founded sixty-two years ago by the late Joseph M. Leahey, a former Justice of the New York State Supreme Court, and Peter James Johnson, Esq., nationally known for his trial tactics and litigation expertise in defending all types of tort litigation. Mr. Johnson was recognized by the New York Law Journal as "the standard setter" of the New York City trial bar. He created a culture of winning litigation through careful preparation at the Firm that he passed on to its current generation of leadership.

Peter James Johnson, Jr. is the Firm's President, and has held that position for about half of the Firm's existence. An "AV" rated graduate of Columbia College and Columbia University's School of Law, he is a noted appellate and trial lawyer recognized by Super Lawyers and others as one of the New York area's "go-to" lawyers in high-profile complex and challenging matters. Peter has lectured at the Practicing Law Institute, for Appellate Division law assistants, for the Committee on Character and Fitness, for the Office of the Nassau County Attorney, and other fora on trial and appellate practice. He is a member of the Governor's Judicial Screening Committee for the Second Department and is Chairman of the Committee on Character and Fitness, Appellate Division, First Department where he is responsible for the admission of new attorneys. He was also recently appointed by the Chief Judge to a commission on reforming attorney discipline in New York.

Lending their experience and guidance to the Firm are Special Counsel former Mayor David N. Dinkins and retired Appellate Division Justice Gabriel M. Krausman. Mr. Dinkins served as the 106th Mayor of the City of New York and currently is a

Professor in the Practice of Public Affairs at the Columbia University School of International & Public Affairs (SIPA), serves on its Advisory Board, and hosts its Annual Dinkins Leadership & Public Policy Forum. Judge Krausman is a retired Associate Justice of the Appellate Division, Second Department, and is a recognized expert on trial and appellate practice. Former Mayor Dinkins and Judge Krausman use their decades of experience in the law, public service and politics to advise the Firms' clients and attorneys on a wide variety of matters encompassing the breadth of civil litigation.

Members of the firm include successful trial lawyers **Chris Clarke**, recruited and trained by the Johnsons; and **Jim Tenney**, Michael Dempsey, Jason Paget **and Joanne Filiberti** who are master appellate and complex litigation practitioners. The members of the firm have each learned their craft at the firm, which has developed and trained some of the strongest and most resourceful litigators in New York. From its newest associate to its most experienced member, the Firm inculcates an ethic of hard work and boundless creativity, and emphasizes the necessity of success for our clients in all our efforts. The Firm is a leader in defending tort claims, and has developed and refined strategies to evaluation and defend such claims effectively and successfully.

We have an active litigation practice in both New York State and Federal Courts. The Firm possesses unique expertise and an unparalleled record of success in trials and appeals of diverse tort matters, including:

- Automobile, Trucking & Bus Liability
- Construction Site & Labor Law Liability (Insurance and Reinsurance Matters)
- Mass Casualty Torts
  - Fire & Catastrophe Litigation
- Products Liability
- School, Daycare & Afterschool Program Liability
- Entertainment Industry Liability
- Premises Liability
  - Bar, Restaurant & Entertainment Venue Liability
  - Residential Owner Liability
  - Commercial Property Owner Liablity
- Defamation
- Civil Liability for Sexual Assault & Other Criminal Assault
- Employment Liability
- Civic & Municipal Liability
  - Civil Rights and Constitutional Violations

- Church, Cemetery, Not-for-Profit & Synagogue Liability
- Toxic Torts
- Auto Dealership Liability
- Corporate Liability

The firm has had equal success in complex commercial and corporate litigation involving contracts, real estate transactions and partnership disputes.

A partial list of clients who have been served by the Firm includes, but is not limited to:

- Academy Bus
- Allstate Insurance Company
- AlfaParf SRL
- Archdiocese of New York
- Arrowpoint Capital
- Baldor Specialty Foods
- Brown Stove
- Catholic Mutual Group
- Crawford & Company
- Coleman Camping
- Crosman Arms
- CNA
- C.V. Starr
- Empire City Subway
- First Alert
- Forest City Ratner
- Fox News Channel
- Gallagher Bassett
- Group Council Mutual Insurance Company
- Group One Auto Sales
- Medical Liability Mutual Insurance Company
- Medical Malpractice Insurance Association
- Mitsumi Sumotomo
- Nassau County, New York
- New York Downtown Hospital

- News Corporation
- Twenty-First Century Fox
- New York City Housing Authority
- New York Post
- New York State Insurance Fund
- New York State Insurance Department
- New York State Liquidation Bureau
- New York State Senate
- Praxair
- Revlon
- Royal-Sun Alliance Insurance
- Royal Canada
- RSUI
- Russell Corporation
- Sedgwick
- Starwood Hotels
- Sunbeam
- Donald Trump and The Trump Organization
- Turner Construction
- The City of New York
- U.S. Adjustment Bureau
- Verizon

The Firm has been successful in such traditionally "high risk" and "high exposure" areas in and around New York City, including the New York State Court of Claims, Bronx and Kings Counties, Nassau County, Suffolk County, the Hudson Valley as well as the Eastern and Southern Districts of the Federal Court, the four Appellate Divisions of New York State, the New York State Court of Appeals, and Federal Circuit Courts of Appeal. The Firm has also been called in to appear in other state and federal courts from New Jersey to Michigan.

The Firm has successfully litigated, tried, appealed, arbitrated and mediated literally thousands of cases in the New York Metropolitan area. We pride ourselves on meticulous attention devoted to each of our matters, and our strong record of advocacy is based on careful preparation coupled with constant communication with the client.

To implement this philosophy, the Firm has instituted a system of "Litigation Units" to ensure the flawless handling of each file within our control – from answer to trial. Each litigation unit is headed by a master trial or appellate lawyer and staffed by associate trial lawyers responsible for a designated group of matters. Each unit leader is charged with the task of daily supervision of his/her unit members and the chairing of a weekly session with those members in preparation for ongoing and upcoming matters. Additionally, the unit leader meets on a bi-weekly basis with other litigation unit leaders at a roundtable chaired by the firm's managing member and founder.

During the course of trials, each trial lawyer confers with his/her team leader and Mr. Johnson throughout and after court sessions. The careful preparation of lawsuits long before the trial of the action, early evaluation with the participation of the client, combined with the free exchange of strategies and solutions between the firm's trial lawyers and clients and their representatives has resulted in the firm's unprecedented success in the State and Federal trial courts and has established the Firm's pre-eminent position in the New York metropolitan area.

We enjoy an excellent relationship with the Judiciary at the State and Federal levels. Our involvement in bar associations and Court appointed Judicial selection panels, gives us an opportunity to have a mutually respectful relationship with the Judicial community.

The Firm's deserved recognition for having experienced and sophisticated litigators enables us to provide our clients an important advantage. New York's plaintiffs' bar who regularly bring tort claims know we are fully prepared to try these lawsuits to conclusion in State and Federal courts. This allows us to settle claims expeditiously and favorably.

Our members and senior associates have an expansive resume of bringing to favorable verdict and resolution significant and complex cases. The Firm has posted a record of success in defending so-called "full liability" and "absolute liability" cases. As the result of its emphasis on skillful presentation of engineering, physics, medical, economic, accounting and forensic evidence, the Firm has saved clients literally many millions of dollars.

One key to the Firm's success is constant preparation. The Firm is literally open for client meetings seven days a week. On weekends, the Firm's attorneys often gather in its conference rooms for symposia on such diverse topics as trial practice and technique, jury selection, cross-examination and use of expert witnesses. Additionally, prominent experts from the fields of medicine, engineering, economics, physics, chemistry and accounting valuation deliver lectures and answer questions from the staff.

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

I. Automobile, Trucking & Bus Liability

The Firm has decades of experience in defending insurance companies and individuals in thousands of lawsuits resulting from motor vehicle accidents involving private vehicles, commercial vehicles, common carriers, bicycles and pedestrians, and brought pursuant to the New York State Vehicle and Traffic Law, Insurance Law and common law tort. The Firm is experienced in all facets of automobile litigation, such as: Automobile Accident Claims (including PIP, UM and UIM), Commercial Vehicle Claims, and Truck/Motor Carrier liability

A. Representative Automobile Accident Verdicts and Settlements

- Achieved numerous awards for summary judgment as well as defense verdicts on the issue of liability in cases involving lefts turns, rear-end collisions, head-on collisions, pedestrian knock-downs, motorcycle and bicycle accidents.

- Awarded a unanimous defense verdict at trial on liability involving a head-on collision occurring between our client, driver of a motor vehicle that allegedly crossed the double yellow line, and a motorcycle. Plaintiff motorcyclist demanded $100,000 to settle before trial alleging multiple serious injuries, including a fractured clavicle and shoulder impingement.

- Achieved numerous defense verdicts at a damages only trials after the plaintiffs were awarded summary judgment on liability as well as summary judgment awards on "serious injury", where the documentary evidence and party and medical expert testimony demonstrated that the plaintiffs failed to meet the New York State "serious injury" threshold.

- Achieved a jury verdict on liability finding each party 50% liable for the intersection collision. At the trial on damages, where the plaintiff underwent two back surgeries involving internal fixation of the cervical spine, achieved a jury verdict of $45,000, significantly below the standard award and a fraction of the plaintiff's demand for $9 million.

- Achieved a dismissal of all claims against our client, driver of the second car in a four car chain reaction rear-end collision accident, after three days of trial in federal court. The plaintiff sought $85,000 in damages at trial alleging he sustained a shoulder fracture, cervical radiculopathy, ulnar neuropathy and brachial plexopathy as a result of the accident.

B. Automobile Accident Appeals

- Won reversal of an order which denied our client's motion for summary judgment on the issue of liability and obtained dismissal of all claims and cross-claims in claim for wrongful death arising from auto accident. In this high-profile case involving criminal charges against four of the named defendants who brought claims against our client in an attempt to allay their liability, we successfully argued that the intervening criminal acts of the co-defendants were not foreseeable, and that our client did not engage in improper conduct. At the trial after the appeal, the jury awarded the plaintiffs over $10 million in damages against the remaining defendants.

- Successfully defeated the plaintiff's appeal of the order vacating the default judgment against our client and dismissing the Complaint in its entirety. Demonstrated to the motion court and the appellate court that the building where our client, who was living with the plaintiff at the time, had allegedly been served had been continuously vacant for over two years and that process could not have been effected at the address specified in the affidavit of service.

C. Commercial Vehicle & Truck Accident Verdicts and Settlements

- Obtained summary judgment on liability showing that our client, a nationally recognized utility provider, properly parked its service truck in the co-defendant construction company's work site while performing emergency repairs, and was not a proximate cause of the motor vehicle accident. Successfully achieved dismissal of all claims and cross-claims against our client in this matter where the plaintiff underwent back surgery as a result of the auto accident near the construction site.

- Represented major metropolitan newspaper in claim for wrongful death after the plaintiff's decedent ran a red light on a motorized bicycle and collided with the side of the newspaper's delivery truck at high speed. The decedent, who was 16 years old at the time of the alleged incident, was in a coma for several months before dying from injuries allegedly sustained in the accident.

D. Commercial Vehicle & Truck Accident Appeals

- Successfully appealed an order of the lower court which denied a nationally known utility company's motion for summary judgment on liability. On reversal, the appellate court ruled that utility's commercial truck, legally parked at a corner of a "T" intersection, was not obstructing the view of those entering the intersection. If the Firm had not been successful on appeal, our client was facing

trial and a potential verdict in favor of the plaintiff of up to $750,000 for serious injuries, including a cardiac incident, resulting from the accident.

E. Transportation, Vehicle & Bus Accident Verdicts and Settlements

- Represented major metropolitan area bus company in claim for quadriplegia after fire on bus and the ensuing panic caused the plaintiff to be ejected from bus front door while the bus was traveling 65 mph on major highway. Impleader of bus manufacturer caused modest settlement for our client.

- Represented major bus company in multiple serious injury claims by passengers after driver allegedly fell asleep at the wheel and bus left the roadway and flipped over.

- Represented bus company and driver in multiple serious injury and wrongful death claims by passengers resulting when the bus driver allegedly lost control of the vehicle and went off the road. Alternate causation theory caused early settlement below reserve.

F. Transportation, Vehicle & Bus Accident Appeals

- Won reversal of an order denying the bus company's motion for summary judgment on the issue of "serious injury." Successfully argued to the Appellate Division that the plaintiffs failed to proffer competent medical evidence of their alleged limitations in range of motion to raise a question of fact in opposition to our client's bus company's *prima facie* showing of entitlement to summary judgment.

- Represented ambulette service on appeal of a jury verdict in favor of defendant showing that the verdict was not against the weight of the evidence. Successfully argued that the ten passenger ambulette experienced an electrical malfunction stranding the vehicle in the center lane of a three lane highway, that the driver immediately and properly set-up warning and safety devices to alert oncoming traffic of the stalled ambulette, and that the plaintiff's negligence was the sole proximate cause of the rear-end collision.

II. Construction Site & Labor Law Liability

The Firm's attorneys have decades of experience defending "absolute" liability and Industrial Code violation claims arising from construction site accidents. The Firm has had success in obtaining defense and indemnification for our clients through tender demands and litigation. We have also successfully won defenses on damages where

many other firms admit defeat. The Firm also has decades of experience in representing excess insurers in oversight of personal injury and wrongful death claims arising from construction site accidents to ensure the matters settle within the primary policy limits.

A. Verdicts & Settlements

- Dismissal of high exposure paraplegia claim in Labor Law action based on sole proximate cause defense against the plaintiff.

- Successfully achieved by court order and negotiation countless tenders of defense and indemnification on behalf of property owners.

- Represented internationally known construction company in various construction site accident litigations.

- Achieved settlement of personal injury action alleging catastrophic, traumatic brain injury against our client, the general contractor of roadside construction project, where construction barriers allegedly blocked the view of the driver and pedestrian involved in a pedestrian knock-down accident.

- Successfully achieved dismissal of the plaintiff's Labor Law § 240(1) claim by demonstrating the plaintiff was not engaged in a height-related activity at the time of the partial amputation of the plaintiff's forearm by a falling fire escape ladder.

- Successfully moved *in limine* after opening statements to preclude the plaintiff's MRI films and expert testimony on the issue of causation, providing the foundation for a successful motion for a directed verdict dismissing the plaintiff's Complaint in its entirety. Ultimately achieved a settlement far below the standard.

B. Appeals

- Achieved affirmance of summary judgment order dismissing the plaintiff's claims pursuant to Labor Law §§ 200, 240(1) and 241(6). Successfully argued that the owner of a two-family home retained nothing more than a limited power of general supervision and did not supervise or control the plaintiff or the means and methods of his work.

III. Mass Casualty Torts

The Firm has experience representing well-known entities in the defense of wrongful death claims arising from catastrophic events that have gained nation-wide attention and news following.

- Represented furniture manufacturers with regard to 87 wrongful death claims resulting from inhalation of toxic and fatal fumes allegedly released by the product. Achieved a nominal settlement for our client, less than the cost of defense, in one of the most dangerous venues for defendants (Bronx County).

- Represented nationally known distributors and importers of firearms in successive federal court class actions for negligent distribution of firearms resulting in deaths and personal injury. Achieved discontinuances for our client.

- Represented a nationally known compressed gas manufacturer in State criminal investigation, wrongful death, personal injury and class action lawsuits for business interruption following a massive explosion and fire at a chemical analytical lab resulting in multiple deaths and injuries.

IV. Products Liability

The Firm's attorneys have successfully defended product manufacturers, distributors and dealers in a variety of products liability claims, achieving excellent results for its clients through aggressive and persistent discovery, investigation, and expert retention.

A. Verdicts & Settlements

- Represented one of the nation's largest auto dealerships in a claim regarding the dealership's alleged negligent installation of a component part resulting in the allegedly uncontrolled acceleration of a vehicle causing multiple serious and catastrophic injuries.

- Successfully represented a national leader and manufacturer of carbon monoxide detectors in multiple wrongful death actions arising from an incident at a Long Island home in which a family died.

- Represented a nationally known camping equipment company in various claims arising from the alleged negligent manufacture of lanterns, air pellet guns, gas tanks, gas and propane powered grills, water skis, electric blankets, and coffee makers.

- Represented a national distributor and formulator of commercial air conditioner coolant in a series of product liability actions in State and Federal courts involving property damage allegedly emanating from use of our client's product. Successfully shifted liability to others paying only modest settlements.

- Represented a national chain of vehicle repair shops in claims arising from the alleged negligent installation of brakes resulting in violent deaths of Hudson Valley teacher and politician.

- Represented a national manufacturer of stoves in a succession of residential tip over cases resulting in catastrophic injury.

- Represented a nationally known apparel company in catastrophic infant burn case involving ignition of sweatshirt during the lighting of a menorah.

- Represented manufacturer of New York City bus shelters sued by school teacher whose leg was amputated by the glass used in the bus shelter, which acted as a guillotine after it was struck by an automobile. Achieved dismissal of the Complaint based on the plaintiff's failure to serve proper Bill of Particulars.

- Achieved summary judgment on behalf of a Michigan based manufacturer of spray-paint hoses in personal injury action alleging negligent manufacture of component parts after diligent investigation resulted the successful impleader of the correct manufacturer.

- Represented international manufacturer of beauty products in action claiming the plaintiff was injured by a defective glass vial used to package hair products. Successfully obtained jurisdiction over foreign manufacturer and foreign distributers of the glass vial pursuant to the Hague Convention.

- Obtained summary judgment on behalf of garage owner in wrongful death action. Demonstrated through impleader of the manufacturer of the "man lift" that the plaintiff was using, that the "man lift" had malfunctioned causing plaintiff's decedent to be crushed to death. Successfully argued that the decedent was a "special employee" at the time of the accident and thus the garage owner was entitled to rely upon the Worker's Compensation exclusion.

B. Appeals

- Took over representation of a regional food distributor whose answer was struck in catastrophic e coli personal injury matter. Achieved excellent victory on appeal setting new precedent regarding the continued existence of crossclaims after the crossclaiming party's answer was struck and as to the plaintiff's failure to provide

responses in Bill of Particulars. Also, successfully defeated appeal by impleaded food manufacturer and grocery store for product liability.

V. School, Daycare & Afterschool Program Liability

The Firm and its attorneys have decades of experience defending against claims arising out of playground accidents, claims of negligent supervision, and claims of negligent hiring, retention and training of school staff.

A. Dismissals & Verdicts

- Achieved dismissal of claim for personal injuries by infant plaintiff who suffered a broken leg while playing football during recess on the school's parking lot which was also used as the playground for the students when weather permitted.

- Represent high school and its administration and athletic coaches against claims of bullying and hazing.

- Achieved summary judgment on behalf of school in personal injury action where court determined the student's sudden and unexpected act could not have been prevented by any greater supervision.

B. Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of the school demonstrating that the security provided by the school was sufficient.

- Successfully achieved affirmance of lower court order dismissing the plaintiff's Complaint where the infant-plaintiff's own testimony demonstrated no additional supervision could have prevented the alleged injury.

- Successfully appealed order granting the plaintiffs' motion to compel discovery and denying our client's cross-motion for a protective order. Achieved unanimous reversal of the lower court's order demonstrating that the reports sought by the plaintiffs were prepared in anticipation of litigation, and that the plaintiffs failed to show that they had a substantial need of the materials and were unable without undue hardship to obtain the substantial equivalent of the materials by other means.

VI. Entertainment Industry Liability

The Firm has successfully taken on the defense of high-profile individuals and venues in claims arising from diverse areas of tort and contract law.

- Represented internationally known music group in claim alleging wrongful death because of heroin allegedly being provided by the music group to one if its members who died of an overdose.

- Represented promoters of a concert that resulted in stampede causing multiple deaths and injuries. Successfully negotiated settlement.

- Represented well-known New York City nightclub and proprietor in action for defamation brought by former heavyweight boxing champion resulting in dismissal.

VII. Premises Liability

The Firm and its attorneys have decades of experience defending claims against the owners of entertainment venues, residential properties, commercial properties, and retail properties. Our attorneys have had repeated success at trial and on appeal defending claims for premises liability through the diligent and focused attention to detail during discovery, retaining experienced investigators, and renowned experts on liability and damages.

A. Bar, Restaurant & Entertainment Venues Verdicts & Settlements

- Successfully represented multiple New York City nightclubs, restaurants and bars in wrongful death, assault and sexual assault claims.

- Represented excess insurer of large state-owned football stadium in catastrophic personal injury claim resulting in quadriplegia of a child based on allegation of negligent sale of beer to a patron who subsequently drove drunk.

- Represented a well-known nightclub in a claim by the plaintiff that he sustained a skull fracture when a nightclub security guard beat the plaintiff's head against the floor after the plaintiff pulled a box-cutter during a melee at the nightclub. Successfully achieved a directed verdict at trial in favor of the nightclub upon a showing that the security guard was not a special employee of the nightclub.

- Represented well-known New York City restaurant and nightclub in action for multiple personal injury and wrongful death claims due to carbon monoxide poisoning. Achieved summary judgment on indemnification claims alleging grave

injury for the personal injury plaintiffs. In addition, aggressive discovery on damages successfully resulted in a nominal settlement.

- Represented catering hall in action for wrongful death and personal injuries based on the Dram Shop Act where the plaintiffs alleged the catering hall over-served a guest at a wedding and allowed him to drive afterward resulting in a head-on collision with the plaintiffs' vehicle. Hard fought discovery and litigation, including multiple third-party actions resulted in a reasonable settlement.

B. Bar, Restaurant & Entertainment Venues Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of our client's nightclub arguing that the nightclub could not be held liable for the spontaneous, unforeseen and unexpected criminal assault by one patron of another patron.

C. Residential Owner Liability

- In a standard-setting case of first impression, successfully limited the liability of a condominium owner in a catastrophic personal injury action arising from a roof-top fence collapsing from a common area and striking a pedestrian in the street.

- Succeeded in obtaining a defense verdict in wrongful death action arising from a fall down stairs of a residential home.

- Successfully represent the largest residential landlord in New York City in most dangerous jury venues on multiple summary judgment and dismissals based on claims regarding notice or creation of an alleged condition; insufficient security; sexual assaults by employees or third-parties; murders and assaults of children and elderly; dog bites; negligent maintenance of playgrounds, walkways, stairways, roofs, elevators, radiators/heating systems, smoke detectors; discretionary governmental judgment; negligent hiring, retention, training, and supervision of employees; as well as claims for contractual and common law defense and indemnification against third-parties.

- Successfully achieved summary judgment and dismissal of claim against residential landlord alleging premature birth and various personal injuries were the result of the plaintiff having to take the stairs to her 12th floor apartment every night for approximately two months due to non-functioning elevators in the residential building.

- Won summary judgment and dismissal of all claims against municipal landlord alleging shooting death of the plaintiff's decedent was the result of insufficient

security at the premises. Successfully argued that the municipal landlord provided reasonable security measures and that the plaintiff could only offer speculation and conjecture as to how the unidentified assailant gained access to the premises.

- Achieved dismissal of all claims against municipal landlord alleging negligent maintenance of the heating system and failure to insulate heating pipes in the plaintiff's apartment resulted in catastrophic burns to the infant-plaintiff. Successfully argued that the heating system, including all steam pipes and radiators, was in compliance with the applicable Building Code and that the municipal landlord did not breach any duty to the plaintiffs.

- Succeeded in winning summary judgment in favor of the municipal landlord dismissing claim alleging negligent security at the building resulted in the stabbing of the plaintiff. Successfully argued that the plaintiff was the victim of a targeted assault and that the security provided by the municipal landlord was reasonable.

D. Commercial Property Owner Liability

- Successfully achieved dismissal and nominal settlement of multiple matters involving escalators, elevators and stairs at municipal buildings, large retail establishments, and commercial buildings on behalf of out-of-possession landowners.

- Achieved dismissal of a case of first impression against a large commercial building for catastrophic psychiatric claims involving committal and permanent disability as a result of bedbug bites.

- Represented the owner of a commercial factory in Queens, New York that burned to the ground. Several tenants of the factory brought claims against the owner for failing to have a working sprinkler system in the building as required by the New York City Building Code. Achieved settlement for a fraction of the claimed damages.

- Achieved summary judgment, discontinuance and settlement of various claims for personal injuries at retail locations throughout New York State on behalf of nationally known booksellers.

E. Commercial Property Owner Liability Appeals

- After a jury verdict of $2.2 million in favor of the plaintiff and holding our client' 40% liable for damages, successfully appealed and achieved reversal of an

interlocutory lower court order and obtained dismissal of all claims against our client.

VIII. Defamation

- Represented nationally known bookseller and media company in federal litigation claiming defamation, achieved dismissal of the complaint before discovery.

IX. Civil Liability for Sexual Assault & Other Criminal Assault

The Firm has successfully defended its clients against catastrophic claims for personal injuries and wrongful death arising from claims of sexual and criminal assault. The Firm has cultivated relationships with experts in the fields of forsenic pathology, criminal profiling, and psychology to defend these claims.

- Represented defendant in a claim of negligent oversight of a foster care program.

- Represented municipal authority in claims for personal alleging sexual abuse and rape of children and women by employees of the authority; and in claims for personal injuries and wrongful death as a result of robberies, homicides/targeted attacks in residential buildings.

X. Employment Law

The Firm understands its clients' need for discretion and the sensitive nature of claims arising under this area of the law. The Firm's attorneys work closely with our clients to ensure the confidentiality of negotiations which often high-profile and high-level employees of nationally and internationally known entities.

- Represented internationally known media and entertainment company in wrongful discharge, defamation and civil rights violations suit. Resulted in a confidential settlement.

- Represented cable television company in arbitration regarding various wrongful discharge claims by high level executive. Resulted in a confidential settlement.

- Represented New York State public authority in numerous sexual harassment claims by employees against co-workers.

XI. Civic & Municipal Liability

The Firm and its attorneys are experienced and successful in defending claims brought against local and State agencies, authorities and municipalities. The Firm's attorneys have experience defending against claims for constitutional and civil rights violations in the State and Federal Courts of New York State. Through cooperation and coordination with our clients, the Firm has achieved success in defending these claims.

A. Verdicts & Settlements

- Represented County in claim for State and Federal constitutional violations and state tort claims in wrongful death action arising from the County's use of deadly force. Achieved settlement before motion for summary judgment was decided.

- Represent County in defending claims alleging civil rights violations under the Federal and State Constitutions, violations of Federal and State statutory and common law, malicious prosecution, false imprisonment, wrongful death, assault and negligence.

B. Appeals

- Represented County in multimillion dollar contract dispute with State agency on bond and loan repayment.

- Represented New York State Senate in Court of Appeals challenge of New York State Constitution's speech and debate clause.

XII. Church, Cemetery, Not-for-Profit & Synagogue Liability

The Firm understands the unique nature of the various religious organizations that exist throughout New York State, and its attorneys are experienced and well-versed in the First Amendment and the New York State Religious Corporations Law which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulated the denominations properties and employees and exercise self-determination. In addition, the Firm is experienced in representing not-for-profit organizations and the New York State Not-for-Profit Corporations Law.

A. Dismissals

- Achieved dismissal of claim by atheist organization against the church and church official involving the display of the World Trade Center steel beams in the form of a cross at the World Trade Center Memorial Museum.

- Successfully represented and achieved dismissals for Jewish and Catholic cemeteries in negligent burial claims by surviving family members.

- Successfully represented Union's board members in a dispute involving the creation of a not-for-profit foundation.

- Achieved dismissal on summary judgment on behalf of funeral home against claims for emotional distress and common law tampering with dead bodies through skillful narrowing of claims through a bill of particulars.

- Successfully defeated motion for class certification and achieved dismissal of RICO claims against funeral home for alleged co-mingling of ashes in cremation cases.

B. Appeals

- Successfully defeated plaintiffs' successive appeals to the New York State Appellate Division and Court of Appeals regarding the Archdiocese's interpretation of the New York State Religious Corporations Law and a Church's ability for self-determination.

- Achieved affirmance of the order dismissing the appellants' Article 78 petition. Successfully argued that the appellants were properly removed from their positions as directors, officers and/or members of the charitable fund and that the appellants lacked standing to commence the Article 78 proceeding on behalf of the charitable fund.

XIII. Toxic Torts

The Firm has experience with the ever-changing regulations regarding toxic torts arising from the use and continued exposure to asbestos, lead paint, and mold. The Firm has successfully defended against claims for personal and psychological injuries resulting from exposure to these substances through the use of expert medical and liability testimony by leaders in the field.

- Represented internationally known chain of private clubs in mold exposure case brought by internationally known design firm as a result of most cause by club's spa facility.

- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

- Handling of multiple lead paint claims resulting in settlements far below local norms based on aggressive expert retention, investigation, and determination and impleader of prior tortfeasors.

XIV. Auto Dealership Liability

The Firm has represented an internationally known auto dealership in all manner of tort and contract litigation including, but not limited to, repair, service and installation liability, showroom liability, fraudulent sale and resale of vehicles, and premises liability.

- Achieved dismissal of breach of contract claim against regional luxury car dealership based on allegation of failure to deliver a vehicle. Successfully counterclaimed and obtained a judgment against the plaintiff lessee for breach of contract and fraud involving the exporting of our client's vehicles in violation of the sale contract terms to lease vehicles solely within the United States.

- Represent dealership in multi-plaintiff personal injury litigation resulting when an co-defendant drove a vehicle that had sold and serviced by the dealership, into the first floor of a building that was hosting a holiday party. The co-defendant ran over approximately 20 people in that building.

XV. Corporate Liability

The Firm represents various corporate clients in regulatory matters.

- Represented International hotel chain in Attorney General claims for profiteering on room rates during the time of a national emergency.

- Represented a products manufacturer with various Attorney Generals on claims involving trailer heater fires.

The foregoing is just a sampling of the types of matters that the Firm has handled over its sixty year history. It is our goal to provide the highest level of legal expertise, accessibility, and responsiveness in litigation, trial, arbitration or mediation of claims.

Because the Firm has been intimately involved in the defense of tort claims for such a long period of time, we have excellent relationships with the pre-eminent experts in these fields, as well as private investigators who are retired from various police agencies throughout the state. This would include, *inter alia*, some of the pre-eminent

experts in accident re-construction, fire safety, playground safety, retail liability, work-site safety, engineering, walkway safety, bio-mechanical engineering, vocational rehabilitation, life care planning, and economics.

After your review and analysis of this correspondence, we would welcome the opportunity to meet in person to discuss our Firm's ability and interest in representing you.

In closing, I thank you for your kind courtesy and consideration of our law firm.

Very truly yours,

Peter James Johnson, Jr.

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, PETER J. JOHNSON, 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 9 day of MAY 2017

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

Name of submitting business: LEAHEY + JOHNSON P.C.

By: PETER J. JOHNSON
Print name

Signature

PRESIDENT
Title

5/9/17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Leahey and Johnson, P.C.

Address: 120 Wall Street

City, State and Zip Code: NY, NY 10005

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corporation ____Other (specify)

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

PETER J. JOHNSON

115 E. 9ST

NYC NY 10003

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County,
its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None.

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

None

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

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

Dated: May 9 2017

Signed: [signature]

Print Name: PETER T. JOHNSON

Title: President

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

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD17000001 between the County and Counsel, executed on behalf of the County on March 1, 2017 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2013 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed the reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Fifty Thousand Dollars ($250,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Fifty Thousand Dollars ($450,000.00) (the "Amendment Maximum Amount"), so that the Maximum Amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be Seven Hundred Thousand Dollars ($700,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEAHEY & JOHNSON, P.C.

By: _____
Name: _____
Title: _____
Date: 5-9-17

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 5/19/17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ N.Y.)

On the 9 day of May in the year 2017 before me personally came Peter Johnson Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of N.Y.; that he or she is the President of Leatherstocking NP Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19th day of May in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

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

NOTARY PUBLIC

17000001

Contract ID#: COPD~~16-000~~ ~~008~~

Department: County Attorney and Police

Contract Details

SERVICES: Special Counsel

NIFS ID #: COPD~~16-000~~ 17000001 NIFS Entry Date: 6-15-16 Term: December 1, 2013 – Completion

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Leahey & Johnson, P.C.	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle
Address: 120 Wall Street, New York, New York 10005	Contact Person: Peter James Johnson Jr.	Address: One West Street, Mineola, New York 11501
	Phone: (212) 269-7308	Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Approved	SIGNATURE	
	Department	NIFS Entry (Dept) / NIFS Appvl (Dept. Head)	☑ ☐	6-15-16	[signature]	
6/15/16	OMB	NIFS Approval	☑	6/15/16	[signature]	
6/15/16	County Attorney	CA RE&I Verification	☑	6/15/16	[signature]	
6/15/16	County Attorney	CA Approval as to form	☑	6/15/16	[signature]	
	LEG Legislative Affairs	Fw'd Original K to CA	☐			
	LEG Rules ☐ / Leg. ☐		☐			
6/15/16	County Attorney	NIFS Approval	☑	6/15/16	[signature]	
	County Comptroller	NIFS Approval	☑	7/1/16	[signature]	
3/1/17	County Executive	Notarization / Filed with Clerk of the Leg.	☐ ☐	3/1/17	[signature]	

PR5254 (8/04)

Contract ID#: COPD16-000205

Department: County Attorney and Police

Contract Summary

Description: Original Agreement.
Purpose: This is a new outside counsel contract to represent the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department., currently at the Notice of Claim stage.
Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms were considered from the panel. Leahey & Johnson, P.C. is a firm that was added to the panel after the initial Request for Qualification was issued. Leahey & Johnson, P.C. was ultimately selected from among these firms based on their expertise, experience and availability to handle this matter.
Procurement History: New contract. The firm has previously contracted with the County.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Contract maximum amount$250,000.00.
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	BU-LIT
Control:	60
Resp:	LIT6000
Object:	87987
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	~~BULIT6000/87987~~ PDPHD2140/DE502	$ 250,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 250,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: M.J. Weyer, AS. Date: 6/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is available for the appropriation to be charged	Name
Name	Name	Date 3/1/17
Date 1/31/2017	Date 7/11/16 1/31/17	E #: (For Office Use Only)

PR5254 (8/04)

E-16-14

RULES RESOLUTION NO. 191 – 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEAHEY & JOHNSON, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-30-14
VOTING:
ayes 5 nayes 2 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leahey & Johnson, P.C., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leahey & Johnson, P.C.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, (currently at the Notice of Claim stage); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

1. Term. This Agreement shall commence on December 1, 2013 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in the matter Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department, (currently at the Notice of Claim stage) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner and Associate $235.00

(ii) Paralegal/Law Clerk $85.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

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

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

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

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

enacted, or adopted.

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of

insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity,

must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

17. 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.

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

addresses as shall be designated by written notice.

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

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

LEAHEY & JOHNSON, P.C.

By: _____

Name: _____

Title: _____

Date: March 14 2017

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: 5/15/17

NASSAU COUNTY

By: _____

Name: _____
Title: County Executive
Deputy County Executive

Date: 3/1/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On ~~the~~ 14 day of MARCH in the year 2017 before me personally came Peter Johnson to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of _____; that he ~~or she~~ is the President of Adams & Johnson, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 14 day of MARCH in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney for the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of March in the year 2017 before me personally came Edward H. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 14 day of March in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the Vice President of Cushman & Wakefield, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 14 day of MARCH in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of March in the year 2017 before me personally came Edward A. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Deputy

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau Co
Commission Expires Febru

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10 day of May in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

NICHOLAS P. SARANDIS
NOTARY PUBLIC, State of New York
No. 4781619
Qualified in Nassau County
Commission Expires Dec. 31, 2021

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

PETER JOHNSON (Name)

120 HALL ST - 22nd FLOOR (Address)

MY LAW 1DOS 212-269-7308 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

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

3/14/2014
Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

14 day of MARCH, 2014.

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 18, 2017

Ownership Disclosure Statement

Peter James Johnson Jr.

Owner/ Member

120 Wall Street, Suite 2220

New York, NY 10005

(212) 269-7308

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Leahey & Johnson, P.C.

2. Dollar amount requiring NIFA approval: $ 250,000.00

Amount to be encumbered: $ 250,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. Contract Term: 12/1/13 through Complete

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Services have commenced in order to begin this time sensitive work.

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
✓ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	___ N/A

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

This is a new outside counsel contract to represent the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, Individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department., currently at the Notice of Claim stage.

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

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

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

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

3/6/14 – $50,000 – CQ #T1400003
4/29/14 – $85,000 – CQ #T1406008

AUTHORIZATION

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

Signature	Title	Date
		3/23/15

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature	Title	Date
	Deputy Comptroller	3/25/15

Raymond T. Averna
Print Name

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

Contract ID#: COPD15-000 002

Department: County Attorney and Police

Contract Details

SERVICES: Special Counsel

NIFS ID #: COPD15-000 002 NIFS Entry Date: 3-10-15 Term: December 1, 2013 – Completion

New ☒ Renewal ☐	1) Mandated Program:	Yes ☐	No ☒
Amendment ☐	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
Blanket Resolution ☐ RES#	5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Leahey & Johnson, P.C.	Vendor ID#: 132943775	Department Contact: Daniel Gregware
Address: 120 Wall Street, New York, New York 10005	Contact Person: Peter James Johnson Jr.	Address: One West Street, Mineola, New York 11501
	Phone: (212) 269-7308	Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	
	Department	NIFS Entry (Dept) / NIFS Appvl (Dept. Head)	☑ ☐	3-10-15	LT. [signature]	
3/18/15	OMB	NIFS Approval	☑	3/19/15	[signature]	Leg Approval ☒ Yes ☐ No
3/24/15	County Attorney	CA RE&I Verification	☑	3/24/15	[signature]	
	County Attorney	CA Approval as to form	☐	03/25/2015	[signature]	* SIC attached. [illegible]
	LEG Legislative Affairs	Fw'd Original K to CA	☐			
	LEG Rules ☐ / Leg. ☐		☐			
	County Attorney	NIFS Approval	☐	03/25/2015	[signature]	
	County Comptroller	NIFS Approval	☐	5/15/15	[signature] SB	
4/24/15	County Executive	Notarization / Filed with Clerk of the Leg.	☐ ☐	4/24/15	[signature]	

PR5254 (8/04)

Contract ID#: COPD15-000 002

Department: County Attorney and Police

Contract Summary

Description: Original Agreement.

Purpose: This is a new outside counsel contract to represent the County in litigation known as Nella Rebello as administrator of the Estate of Andrea Rebello, Nella Rebello, individually, Fernando Rebello and Jessica Rebello v. County of Nassau and Nassau County Police Department., currently at the Notice of Claim stage.

Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms were considered from the panel. Leahey & Johnson, P.C. is a firm that was added to the panel after the initial Request for Qualification was issued. Leahey & Johnson, P.C. was ultimately selected from among these firms based on their expertise, experience and availability to handle this matter.

Procurement History: New contract. The firm has previously contracted with the County.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: Contract maximum amount $250,000.00.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PDD
Control:	20
Resp:	PDD2700
Object:	87987
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDD2700/87987	$ 250,000.00
2		$
3		$
4	3/24/15	$
5		$
6		$
	TOTAL	$ 250,000.00

Document Prepared By: Daniel Gregware, Esq. Date: 5/2/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 4/27/15
Date	Date 5/1/15	(For Office Use Only) E #:

PR5254 (8/04)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2017

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).

PRODUCER
Risk Strategies Company
1086 Teaneck Rd, Ste 5B
Teaneck, NJ 07666

CONTACT NAME:
PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Insurance Co of Amer	19046
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Travelers Indemnity Company	25658
INSURER D : State Insurance Fund	36102
INSURER E : Continental Casualty Company	20443
INSURER F : QBE Insurance Corporation	39217

INSURED
Leahey & Johnson, P.C.
120 Wall Street
New York NY 10005

COVERAGES **CERTIFICATE NUMBER:** 37050822 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			680-6277L717	11/1/2016	11/1/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			BA-2631P638	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP-7723Y881	11/1/2016	11/1/2017	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		L 793 943-2	9/13/2016	9/13/2017	✓ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
E	Professional Liability			425215538	9/16/2016	9/16/2017	Per Claim/Aggregate: $ 8,000,000		
F	Professional Liability			QPL0058453	9/16/2016	9/16/2017	Per Claim/Aggregate $ 2,000,000		

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

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
MB Christian
Mike Christian

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E-192-17

NIFS ID:CLPW17000021 Department: Public Works

Capital: X

SERVICE: Amendment #3 H670008DKOn Call Agreement

Contract ID #:CFPW14000013 NIFS Entry Date: 09-AUG-17 Term: from to

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Lockwood, Kessler & Bartlett, Inc**	Vendor ID#: **11-1015370**
Address: One Aerial Way, Syosset, NY 11791	Contact Person: Steven Hanuszek
	Phone: 516 938 0600

Department:
Contact Name: Saji Varughese
Address: 1194 Prospect Ave Westbury, NY 11590
Phone: 516 571 9651

Routing Slip

Department	**NIFS Entry: X**	**09-AUG-17 -- LDIONISIO**
Department	**NIFS Approval: X**	**18-AUG-17 -- KARNOLD**
DPW	**Capital Fund Approved: X**	**18-AUG-17 -- KARNOLD**
OMB	**NIFA Approval: X**	**14-SEP-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**14-SEP-17 -- MVOCATURA**
County Atty.	**Insurance Verification: X**	**18-AUG-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**21-AUG-17 -- NSARANDIS**
Dep. CE	**Approval: X**	**20-SEP-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**14-SEP-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The original contract was to provide On Call construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding $500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand ($2,150,000.00) dollars.
Method of Procurement: This contract was previously selected through an open competitive process.
Procurement History: The contract was previously selected through an open competitive process. This is an amendment to extend the expiation date for 18 more months and adding $500,000.00 to the cap
Description of General Provisions: This is an amendment to extend the expiation date for 18 more months and adding $500,000.00 to the cap
Impact on Funding / Price Analysis: With this amendment, there is $500,000.00 increase in funding. the new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand ($2,150,000.00) dollars as per this amendment. However at the current time, DPW is encumbering only $250,000.00 for CM of resurfacing various Nassau County roadways.
Change in Contract from Prior Procurement: The contract amendment #3 will amend the expiation date for 18 more months and adding $500,000.00 to the cap
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**61**
Resp:	**587**
Object:	**00003**
Transaction:	**CL**
Project #:	**61587**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 250,000.00
Other	$ 0.00
TOTAL	**$ 250,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
14	PWCAPCAP/61587/00003	$ 250,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 250,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Lockwood, Kessler & Bartlett, Inc

2. **Dollar amount requiring NIFA approval:** $250000

   Amount to be encumbered: $250000

   This is a Amendment

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

3. **Contract Term: 18 more months**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: This is an amendment to existing contract

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

The original contract was to provide On Call construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding $500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand ($2,150,000.00) dollars.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA 14-SEP-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

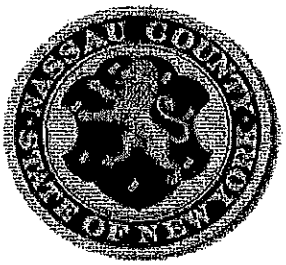
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with Construction Management/Inspection services for all construction activities in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.

H670008DK

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #: 11-1015370

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 5/5/2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public

notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

8/15/17
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: Lockwood, Kessler & Bartlett, Inc.

Dated: June 22, 2017

Signed:

Print Name: Andre Haddad, PE

Title: President/CEO

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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.**

None

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

None

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

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

None

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

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

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

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

Dated: 6/22/2017

Signed:

Print Name: Andre Haddad, PE

Title: President/CEO

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Andre Haddad, PE
   Date of birth 6 / 3 / 1950
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 10 / 1 / 1997 Treasurer ___/___/___
   Chairman of Board 1 / 17 / 1999 Shareholder ___/___/___
   Chief Exec. Officer 1 / 17 / 1999 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 10 / 1 / 1994 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 31% ownership of LKB Group, LLC, the parent holding company.

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 X 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 X NO ___; If Yes, provide details. (See attached chart.)

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.

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

APPENDIX J

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, Andre Haddad, PE, 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 22nd day of June 2017

Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Andre Haddad, PE
Print name

Signature

President/CEO
Title

Date
6/22/2017

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 Steven Hanuszek
   Date of birth 11 / 24 / 1951
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   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 10 / ___ / 1988 Executive V.P. 1 / 17 / 1999
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 33% ownership of LKB Group, LLC, the parent holding company.

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 X 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 X NO ___; If Yes, provide details. (See attached chart.)

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.

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

CERTIFICATION

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

I, Steven Hanuszek, PE, 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 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified In Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Steven Hanuszek, PE
Print name

Steven Hanuszek
Signature

Executive Vice President
Title

Date 6/22/2017

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 Marian Wypyski,
   Date of birth 8 / 6 /1961
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Director of Civil Engineering - 8/1/2009

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 24% ownership of LKB Group, LLC, the parent holding company.

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 X 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 X NO ___; If Yes, provide details. (See attached chart.)

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

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

CERTIFICATION

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

I, Marlan Wypyski, PE, 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 22nd day of June 2017

Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Marlan Wypyski, PE

Print name

Signature

Director of Civil Engineering

Title

Date 6/22/2017

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 Raymond Wegener
   Date of birth 9 / 19 / 1950
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Project Engineer - 1980

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 12% ownership of LKB Group, LLC, the parent holding company.

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 X 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 X NO ___; If Yes, provide details. (See attached chart.)

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

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

CERTIFICATION

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

I, Raymond Wegener, 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 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Raymond Wegener
Print name

Raymond Wegener
Signature

Project Engineer
Title

Date 6/22/2017

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 Brian Ednie
   Date of birth 11 / 5 / 1962
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   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 7 / 2 / 2007 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X 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 X 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 X; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

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

CERTIFICATION
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I, Brian Ednie, PE, 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 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Brian Ednie, PE
Print name

Signature

Vice President - Civil Engineering
Title

6 / 22 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the 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 Paul Lappano
   Date of birth 12 / 01 / 1953
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   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 / 10 / 2008 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X 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 X 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 X NO ___ If Yes, provide details. See attached chart.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

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

CERTIFICATION

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I, Paul Lappano, PE, BCEE, LEED AP, 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 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

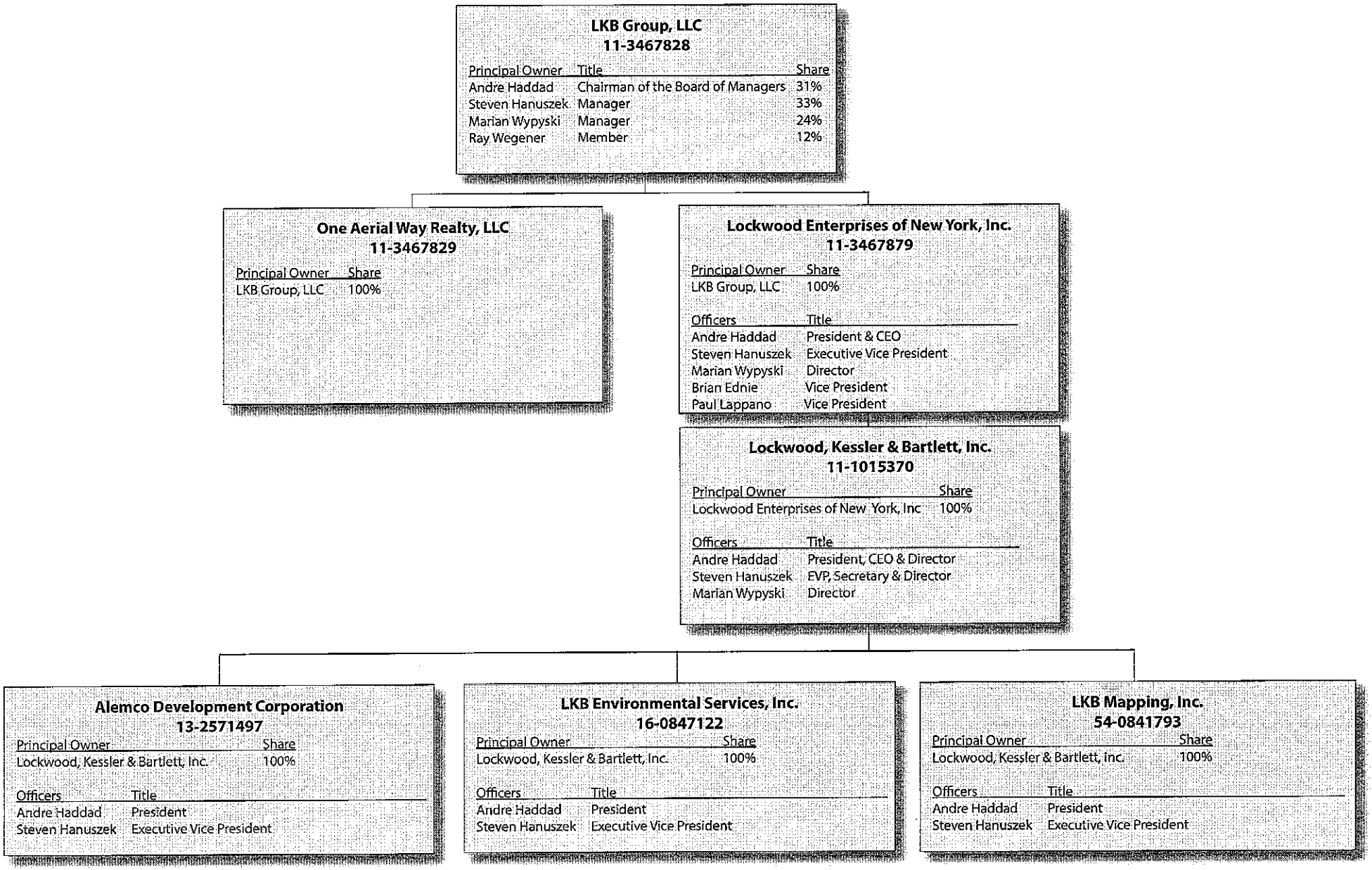
Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Paul Lappano, PE, BCEE, LEED AP
Print name

Paul Lappano
Signature

Vice President - Environmental Services
Title

Date 6/22/2017


LKB Group, LLC
11-3467828
Principal Owner Title Share
Andre Haddad Chairman of the Board of Managers 31%
Steven Hanuszek Manager 33%
Marian Wypyski Manager 24%
Ray Wegener Member 12%
One Aerial Way Realty, LLC
11-3467829
Principal Owner Share
LKB Group, LLC 100%
Lockwood Enterprises of New York, Inc.
11-3467879
Principal Owner Share
LKB Group, LLC 100%
Officers Title
Andre Haddad President & CEO
Steven Hanuszek Executive Vice President
Marian Wypyski Director
Brian Ednie Vice President
Paul Lappano Vice President
Lockwood, Kessler & Bartlett, Inc.
11-1015370
Principal Owner Share
Lockwood Enterprises of New York, Inc 100%
Officers Title
Andre Haddad President, CEO & Director
Steven Hanuszek EVP, Secretary & Director
Marian Wypyski Director
Alemco Development Corporation
13-2571497
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President
LKB Environmental Services, Inc.
16-0847122
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President
LKB Mapping, Inc.
54-0841793
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President

12/3/2014

Business History Form

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

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

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

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

Date: June 22, 2017

Lockwood, Kessler & Bartlett, Inc.

1) Proposer's Legal Name: _____

2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
361 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Stret, Waterbury, CT 06702

3) Mailing Address (if different): Same as above

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 006994487

5) Federal I.D. Number: 11-1015370

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Please see attached

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction. _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Executive management reviews all contracts for conflicts of interest. In the event of a potential conflict, or the appearance of a conflict of interest is perceived, the County will be notified and the issue resolved to the satisfaction of the County.

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

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

i) Date of formation; Date of Incorporation: August 4, 1934

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to the attached

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 100

vi) Annual revenue of firm; $12-15M

vii) Summary of relevant accomplishments Please refer to Section C of the Proposal

viii) Copies of all state and local licenses and permits. Please refer to the attached

B. Indicate number of years in business. 128 years

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Westchester County Department of Public Works

Contact Person Scott Donnelly

Address 148 Martine Avenue, Room 512

City/State White Plains, NY 10601

Telephone 914-995-8110

Fax # _____

E-Mail Address rsd1@westchestergov.com

Company Suffolk County Department of Public Works

Contact Person Gilbert Anderson, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4150

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Town of Oyster Bay, Department of Public Works

Contact Person Matt Russo, PE

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5719

Fax #

E-Mail Address Mrusso@oysterbay-ny.gov

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, Andre Haddad, PE, 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 22nd day of June 2017

Debra Marino
Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified In Nassau County
My Commission Expires April 27, 2019

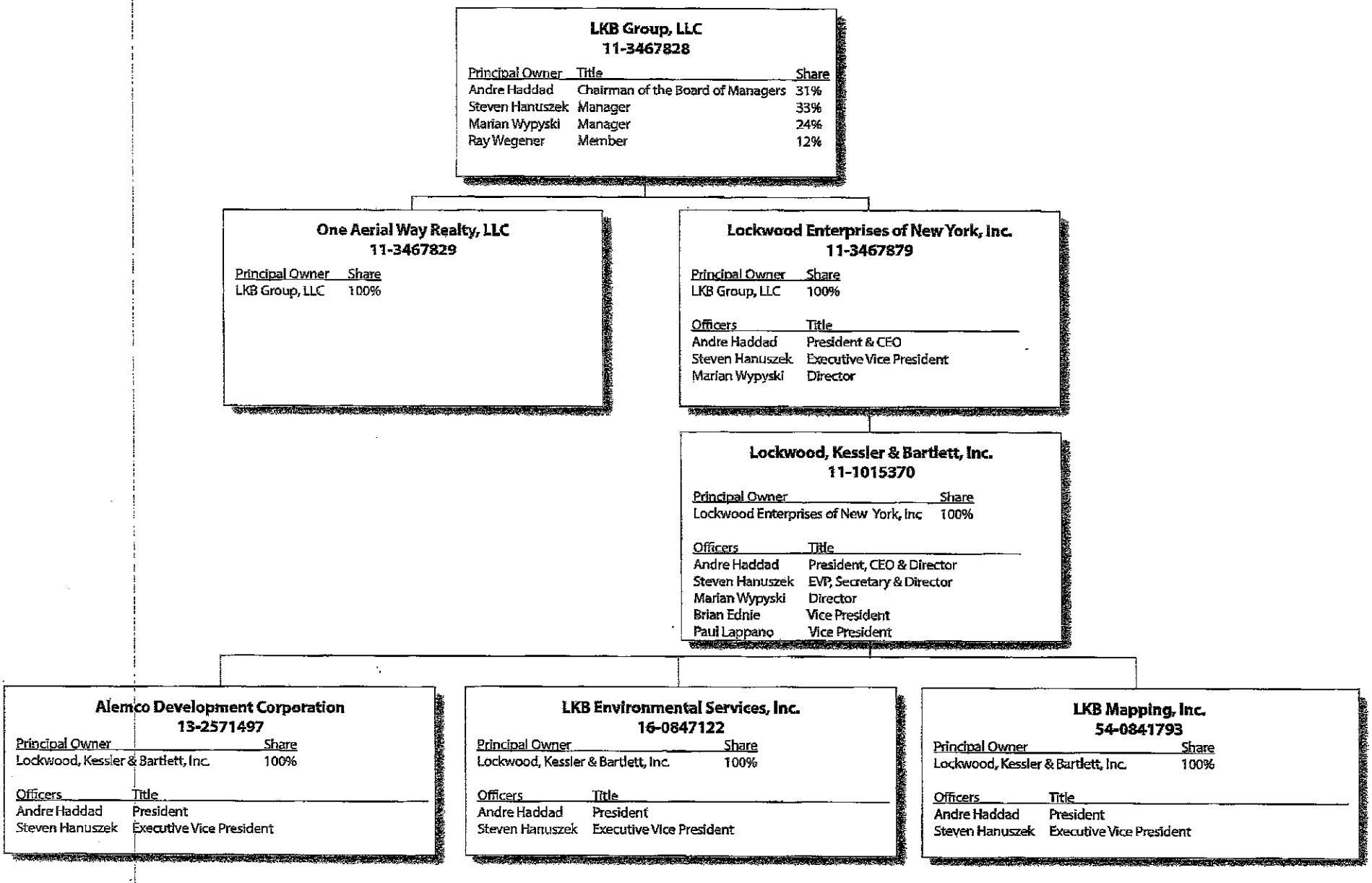
Name of submitting business: Lockwood, Kessler & Bartlett, Inc.

By: Andre Haddad, PE
Print name

A. Haddad
Signature

President/CEO
Title

Date 6/22/2017


LKB Group, LLC
11-3467828
Principal Owner Title Share
Andre Haddad Chairman of the Board of Managers 31%
Steven Hanuszek Manager 33%
Marian Wypyski Manager 24%
Ray Wegener Member 12%
One Aerial Way Realty, LLC
11-3467829
Principal Owner Share
LKB Group, LLC 100%
Lockwood Enterprises of New York, Inc.
11-3467879
Principal Owner Share
LKB Group, LLC 100%
Officers Title
Andre Haddad President & CEO
Steven Hanuszek Executive Vice President
Marian Wypyski Director
Lockwood, Kessler & Bartlett, Inc.
11-1015370
Principal Owner Share
Lockwood Enterprises of New York, Inc 100%
Officers Title
Andre Haddad President, CEO & Director
Steven Hanuszek EVP, Secretary & Director
Marian Wypyski Director
Brian Ednie Vice President
Paul Lappano Vice President
Alemco Development Corporation
13-2571497
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President
LKB Environmental Services, Inc.
16-0847122
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President
LKB Mapping, Inc.
54-0841793
Principal Owner Share
Lockwood, Kessler & Bartlett, Inc. 100%
Officers Title
Andre Haddad President
Steven Hanuszek Executive Vice President

Attachment to Business History

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Andre Haddad, PE, President/Director, [redacted]
Steven Hanuszek, PE, Executive V.P./Director, [redacted]
Marian Wypyski, PE, Director, [redacted]
Raymond Wegener, Member, [redacted]

iii) Name, address and position of all officers and directors of the company:

Andre Haddad, PE, President/Director, [redacted]
Steven Hanuszek, PE, Executive V.P./Director, [redacted]
Marian Wypyski, PE, Director, [redacted]
Brian Ednie, PE, Vice President, [redacted]
Paul Lappano, PE, Vice President, [redacted]

viii) Copies of all state and local licenses and permits – see attached

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

LOCKWOOD KESSLER & BARTLETT INC
ONE AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011849

JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1015370

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co _X_ Closely Held Corp _____Other (specify)

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

Principals/Officers:

Andre Haddad, PE, President/Director, [redacted]

Steven Hanuszek, PE, Executive Vice President/Director, [redacted]

Marian Wypyski, PE, Director, [redacted]

Brian Ednie, PE, Vice President, [redacted]

Paul Lappano, PE, Vice President, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Principal Owner: Lockwood Enterprises of New York, Inc., One Aerial Way, Syosset, NY 11791

Lockwood Enterprises of N.Y. is 100% owned by LKB Group, LLC, whose members are:

Andre Haddad, PE, President/Director, [redacted]

Steven Hanuszek, PE, Executive V.P./Director, [redacted]

Marian Wypyski, PE, Director, [redacted]

Raymond Wegener, Member, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Subsidiaries: Alemco Development Corp.

LKB Environmental Services, Inc.

LKB Mapping, Inc.

Affiliate: One Aerial Way Realty, LLC

NONE of the subsidiaries/affiliates will be performing under this agreement.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

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

None

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

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

Dated: 6/22/2017

Signed: A Haddad

Print Name: Andre Haddad, PE

Title: President/CEO

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.

AMENDMENT NO. 3

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term") and then extended one more year up to May 4, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1 and 2, as full compensation for the Services, was One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 18 more months,

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

Term. Section 1 Term of this agreement in consideration shall be revised to add 18 more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be November 4, 2018 (the new amended date).

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars ($500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Two Million One Hundred and Fifty Thousand Dollars ($2,150,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: STEVEN HANUSZEK
Title: EXEC. V.P.
Date: 6/22/17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22nd day of June in the year 2017 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V.P. of Lockwood, Kessler & Bartlett, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Rakhal Maitra, Deputy Commissioner

DATE: July 12, 2017

SUBJECT: On-Call CM Services – Highway/Bridge
Agreement No. H670008DK
Extension of "On Call" Agreement
"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured Lockwood, Kessler and Bartlett, Inc., to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on May 5, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one (1) more year up to May 4, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration and also increase the cap by five hundred thousand dollars ($500,000.00). The total maximum amount that the County shall pay to the Firm as full consideration for Services shall not exceed two million one hundred and fifty thousand dollars ($2,150,000.00) (the "Amended Maximum Amount").

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Rakhal Maitra
Deputy Commissioner

RM:WSN:KGA:ac

c: Shila Shah-Gavnoudias, Commissioner
William S. Nimmo, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II

APPROVED:

7/12/17

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2017

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Laverty PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 1-516-706-2973 E-MAIL ADDRESS: mbuonomo@genattgrp.com
INSURED Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset NY 11791-NY	LOCKWOOD

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Compan	25658
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : Atlantic Specialty Insurance Compan	27154
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1021090048 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6806H809894	1/31/2017	1/31/2018	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X EBL CLAIMS MADE						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA9A487981	1/31/2017	1/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP003864T724	1/31/2017	1/31/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB3941T46916	8/31/2016	8/31/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	PROFESSIONAL LIABILITY			DPL650217	3/21/2017	3/21/2018	$5MILL PER CLAIM	$5MILL PER AGG

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

RE: """ON-CALL""" HIGHWAY, BRIDGE AND ROADWAY CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION AND RELATED PROFESSIONAL SERVICES
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED FOR ALL POLICIES EXCEPT PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY NY 11501

CANCELLATION 30 DAY

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

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative
Andre Haddad, PE, President/CEO

mmddyy
6/22/17

Signature

Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete

Contract ID#:H670008DK

CLPW150000050

Department: Public Works

E 2-5-15

CF (Capital)

CF

Contract Details

SERVICE _Construction Management/ Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 12/2/15 Term: from 5/5/14 to 5/4/2016

New ☐ Renewal	
Amendment	☒ #2
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 11-1015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek Phone 516 938 0600 ext. 205

County Department
Department Contact Richard Indevaio, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	11/9/15		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	11/9/15		
	OMB	*NIFS Approval* ☐	12/14/15	William Cote	Yes ☐ No ☐ Not required if Blanket Res
12/14/15	County Attorney	*CA RE & Insurance Verification* ☑	12/14/15		
12/14/15	County Attorney	*CA Approval as to form* ☑	12/14/15		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	1/07/2016		
	Comptroller	*NIFS Approval* ☑	1/22/16		
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/11/16		

PRCF1205 (12/05)

Contract ID#:H670008DK

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.
Purpose: The original contract was to provide "on Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum amount by $500,000.00.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the second amendment.
Description of General Provisions: This amendment is to increase the Maximum Amount proposed in the first amendment by $500,000.00.
Impact on Funding / Price Analysis: The Maximum Amount in the first amendment shall be increased by $500,000.00. The maximum amount payable to the contractor is $1,650,000.00.
Change in Contract from Prior Procurement: The Contract amendment #2 will amend the scope of services to include and increase the Maximum Amount of the Amendment Agreement by $500,000.00.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	~~$500,000.00~~ $0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/11/16
Date 1/25/16	Date 1/22/2016	(For Office Use Only) E #:

PRCF1205 (12/05)

E-245-15

RULES RESOLUTION NO. 312-201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER AND BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/21/15
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. -201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER AND BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1, as full compensation for the Services, was One Million One Hundred Fifty Thousand Dollars ($1,150,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars ($500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Six Hundred and Fifty Thousand Dollars ($1,650,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: STEVEN HAWKSLEY
Title: EXEC. V.P.
Date: 11/18/15

NASSAU COUNTY

By: _____
Name: Charles Ryan
Title: County Executive
Deputy County Executive
Date: 4/28/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of November in the year 2015 before me personally came Kevin Hamilton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V.P. of Lockwood Resler & Bartlett, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SHARON FRISINA
Notary Public, State of New York
No. 01FF3000961
Qualified in Suffolk County
Commission Expires Dec. 29, 2017

Sharon Frisina

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of APRIL in the year 2016 before me personally came CHARLES RIBANDO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275999
STATE OF NEW YORK

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #: 11-1015370

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 5/5/2014. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

12/9/15
Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1015370

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Andre Haddad, PE President/Director [redacted]

Steven Hanuszek, PE Executive Vice President [redacted]

Marian Wypyski, PE Director [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Principal Owner:

Lockwood Enterprises of New York, Inc. One Aerial Way, Syosset, NY 11791

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Alemco Development Corporation*

LKB Environmental Services, Inc.*

LKB Mapping, Inc.*

* None of these companies will participate in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

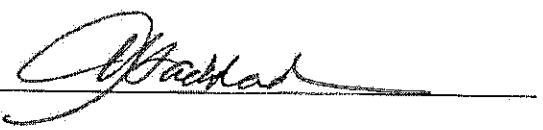
(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

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

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

Dated: 12/3/2015

Signed: 

Print Name: Andre Haddad, PE

Title: President/CEO

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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

   N/A

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

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

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

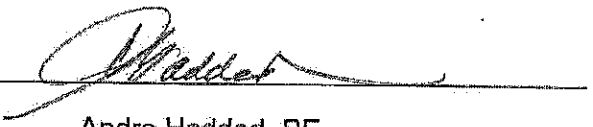
   N/A

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

   N/A

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

Dated: 11/18/2015

Signed: 

Print Name: Andre Haddad, PE

Title: President/CEO

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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative
Andre Haddad, PE, President/CEO

mldyy
11/18/2015

Signature

Date
11/18/2015

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 11/18/2015

1) Bidder's/Proposer's Legal Name: Lockwood, Kessler & Bartlett, Inc.

2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:
351 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

3) Mailing Address (if different): _____

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 006994487

5) Federal I.D. Number: 11-1015370

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

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

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Please see attached

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Please see attached

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

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; Date of Incorporation: August 4, 1934

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to Consultant's Disclosure Form

iii) Name, address and position of all officers and directors of the company; Please refer to Consultant's Disclosure Form

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 100

vi) Annual revenue of firm; $12-$15M

vii) Summary of relevant accomplishments Please refer to Section C of the Proposal

viii) Copies of all state and local licenses and permits. Please refer to Section G of the Proposal

B. Indicate number of years in business. 126 years

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Nassau County Department of Public Works

Contact Person Shila Shah-Gavnoudias, PE, Commissioner

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone 516-571-9604

Fax #

E-Mail Address sshahgavnoudias@nassaucountyny.gov

Company Suffolk County Department of Public Works

Contact Person Gilbert Anderson, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4150

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works

Contact Person Matt Russo, PE

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5719

Fax #

E-Mail Address Mrusso@oysterbay-ny.gov

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Andre Haddad, PE, 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 18th day of November 2015

Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Name of submitting business: Lockwood, Kessler & Bartlett, Inc.

By: Andre Haddad, PE
Print name

Signature

President/CEO
Title

11 / 18 / 2015
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Andre Haddad
   Date of birth 6 / 3 / 1950
   Home address [redacted]
   City/state/zip [redacted]
   Business address One Aerial Way
   City/state/zip Syosset, NY 11791
   Telephone 516-938-0600
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 10 / 1 / 1997 Treasurer ___/___/___
   Chairman of Board 1 / 17 / 1999 Shareholder ___/___/___
   Chief Exec. Officer 1 / 17 / 1999 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 10 / 1 / 1994 _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Mr. Haddad has an equity interest in LKB Group, LLC, which owns Lockwood Enterprises of New York, Inc., which owns Lockwood, Kessler & Bartlett, Inc.

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

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

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

CERTIFICATION

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

I, Andre Haddad, PE, 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 18 day of November 2015

Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett, Inc.
Name of submitting business

Andre Haddad, PE
Print name

Signature

President / CEO
Title

11 / 18 / 2015
Date

DOUBLE-SIDED

CLPW14000051

Contract ID#: H670008DK

Department: Public Works

E-280-14 CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New ☐ Renewal ☐	
Amendment	☒ #1
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hanuszek
	Phone 516-938-0600 Ext. 205

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

Routing Slip

DATE Rec'd	DEPARTMENT	Internet Verification	Date Appvd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	11/19/14		
	DPW (Capital Only)	CF Capital Fund Approval ☐	11/19/14		
	OMB	NIFS Approval ☐	11/21/14		Yes ☐ No ☐ Not required if Blanket Res.
11/21/14	County Attorney	CA RE & Insurance Verification ☑	11/21/14		
11/21/14	County Attorney	CA Approval as to form ☑	11/21/14		Yes ☐ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	11/21/14		
	Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	12/04/14		
	Comptroller	NIFS Approval ☐		SB 12/22/14	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/9/14		

DOUBLE-SIDED

CLPW14000051

Contract ID#: H670008DK

Department: Public Works

E-280-14 CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New ☐ Renewal ☐	
Amendment	☒ #1
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hamuszek
	Phone 516-938-0600 Ext. 205

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ ☐	11/18/14		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	11/19/14		
	OMB	*NIFS Approval* ☐	11/21/14		Yes ☐ No ☐ Not required if Blanket Res
11/21/14	County Attorney	*CA RE & Insurance Verification* ☒	11/21/14		
11/21/14	County Attorney	*CA Approval as to form* ☒	11/21/14		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	11/21/14		
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	12/4/14		
	Comptroller	*NIFS Approval* ☐		SB 12/23/14	
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐ ☐	12/9/14		

Contract ID#: H670008DK

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by $500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by $500,000.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by $500,000. The maximum amount payable to the contractor is $1,150,000.
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by $500,000.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CP

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	~~$.01~~
Federal	$
State	$
Capital	$
Other	$
TOTAL	~~$.01~~ $500,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name:
Name:	Name:	Date: 11/19/14
Date: 11/6/15	Date: 11/6/15	(For office Use Only) E #:

PRCF1205 (12/05)

E-280-14

RULES RESOLUTION NO 312014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars ($650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars ($500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars ($1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: STEVEN HANUSZEK
Title: EXEC. V.P.
Date: 10/23/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 12-19-14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Haouszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars ($650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars ($500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars ($1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: Steven Hanuszek
Title: Exec. V.P.
Date: 10/23/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 11/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Januszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood Kessler & Bartlett the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2015

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Andre Haddad (Name)

[redacted] (Address)

516-938-0600 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

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

10/25/14
Dated

Signature of Chief Executive Officer

Andre Haddad
Name of Chief Executive Officer

Sworn to before me this

23rd day of October, 2014.

Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-2571477

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: _____

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 16-0847122

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: Steven Hanuszek

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* if a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: Steven Hanuszek

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 4

Lockwood, Kessler & Bartlett, Inc.
List of Corporate Officers and Directors

Andre Haddad *
[redacted]
President & Chief Executive Officer

Steven Hanuszek *
[redacted]
Vice President - Construction

Marian Wypyski *
[redacted]

* Denotes Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Lockwood, Kessler & Bartlett, Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 11-1015370

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company __X__ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   See Attached List

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood Enterprises of New York, Inc. which in turn is
   100% owned by LKB Group, LLC a NY Limited Liability Company.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   Subsidiaries:
   Alemco Development Corporation
   LKB Environmental Services, Inc.
   LKB Mapping, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/19

Signed: Steven Hanuszek

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 5

LKB Group, LLC

Andre Haddad
[redacted]
Chairman of Managers

Steven Hanuszek
[redacted]
Manager

Raymond Wegener
[redacted]
Member

Marlan Wypyski
[redacted]
Manager

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111-015370

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contractor was selected through an open competitive RFP process. This is the first amendment.

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

11/19/14

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#:H670008DK

CFPW14000013

Department: Public Works

E-76-14

CF (Capital)

Contract Details

SERVICE _Construction Management/ Inspection

NIFS ID #: _____ NIFS Entry Date:_____ Term: from Execution to 24 Months

New [X] Renewal [ ]	
Amendment [ ]	
Time Extension [ ]	
Addl. Funds [ ]	
Blanket Resolution [ ] RES#	

1) Mandated Program:	Yes [ ]	No [X]
2) Comptroller Approval Form Attached:	Yes [X]	No [ ]
3) CSEA Agmt. § 32 Compliance Attached:	Yes [X]	No [ ]
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes [X]	No [ ]
5) Insurance Required	Yes [X]	No [ ]

Agency Information

Vendor

Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hamuszek
	Phone 516 938 0600 ext. 205

County Department

Department Contact Richard Iadevaio, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* [ ] *NIFS Appvl (Dept. Head)* [ ]	3/5/14		
	DPW (Capital Only)	*CF Capital Fund Approval* [ ]	3/7/14		
	OMB	*NIFS Approval* [ ]	3/7/14		Yes [ ] No [ ] Not required if Blanket Res
3/14/14	County Attorney	*CA RE & Insurance Verification* [✓]	3/14/14		
3/14/14	County Attorney	*CA Approval as to form* [X]	3/14/14		Yes [✓] No [ ]
	Legislative Affairs	*Fw'd Original Contract to CA* [ ]	3/17/14	Gregory A. Mey	
	Rules [ ] / Leg. [ ]	[ ]			
	County Attorney	*NIFS Approval* [ ]	03/25/2014		
	Comptroller	*NIFS Approval* [ ]	4/16/14	SB 4/14/14	
	County Executive	*Notarization* [ ] *Filed with Clerk of the Leg.* [ ]	4/9/14		

E-7c-14

RULES RESOLUTION NO 67- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-24-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Lockwood, Kessler & Bartlett, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #/11-015370

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____on _____. The sealed bids were publicly opened on _____, _____ (#___) of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/5/10

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 20, 2013

SUBJECT: Request to Initiate (an RFP) – Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"). Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	$ 937,470.00	11
LKB	1	$ 922,750.00	13
LiRo	3	$ 845,581.25	5
GEB	4	$ 896,300.00	7
Tectonic	5	$ 936,550.00	16
GPI	6	$ 893,959.00	8
Cashin	7	$ 837,481.25	3
Savin	8	$ 894,575.00	6
LKMA	9	$ 836,187.50	4
deBruin	10	$ 934,250.00	10
Cameron	10	$ 928,764.50	12
RBA	12	$ 910,200.50	9
D&B	13	$ 985,747.00	15
Gedeon	14	$ 1,111,118.11	17
Haider	15	$ 949,115.00	14
Field Assoc.	16	$ 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	$ 801,250.00	2

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H670008D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group

2. The work involves the following:

   Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.

3. An estimate of the cost is: $1,500,000.00/Agreement

4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9557.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv
c: Allison Hertling, Deputy Director, Office of Labor Relations
Robert Cancellieri, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction
Jonathan Lesman, Management Analyst II

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-2571477

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2016

Signed: _____

Print Name: Andre Haddad

Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO
   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: _____

Print Name: Andre Haddad

Title: President & CEO

Item 5

LKB Group, LLC

Andre Haddad
[redacted]
Chairman of Managers

Steven Hanuszek
[redacted]
Manager

Raymond Wegener
[redacted]
Member

Marian Wypyski
[redacted]
Manager

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand ($650,000.00) dollars.

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

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

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

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

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

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

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

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

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: _____
Name: STEVEN HAUSZEK
Title: EXEC. V.P.
Date: 1/27/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
Deputy County Executive
Date: 5/5/14

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty ($150) dollars per hour.

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Firm 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 Firm 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 Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.

(f) Firms 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.

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 Firms or Subconsultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants in accordance with this Appendix EE.

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

As used in this Appendix EE the term "County Firm" 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 Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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

Appendix "L"

Certificate of Compliance

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

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

ANDRE HADDAD (Name)

[redacted] (Address)

516-938-0600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House Work Order

Project No.: H670008D

Project Title: On Call Construction Management Services, Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Department/Agency/Office, DPW, Engineering – Civil/Site Construction Management

Project Cost for this Phase: $1,500,000.00 per Agreement

Total Project Cost: $9,000,000.00
Includes, engineering and construction management

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐ _____ SIGNATURE

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

Funding will be assigned by separate RTIs

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			

DCE/Ops Approval: YES ☐ NO ☐ Signature _____
SSGRM.pl

DOUBLE-SIDED

CLPW14000051

Contract ID#: H670008DK

Department: Public Works

E-280-14 CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New ☐ Renewal ☐	
Amendment	☒ #1
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hanuszek
	Phone 516-938-0600 Ext. 205

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

Routing Slip

Date Rec'd	Department	Internal Verification	Date Approved	Signature	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	11/19/14		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	11/19/14		
	OMB	*NIFS Approval* ☐	11/21/14		Yes ☐ No ☐ Not required for Emergencies
11/21/14	County Attorney	*CA RE & Insurance Verification* ☑	11/21/14		
11/21/14	County Attorney	*CA Approval as to form* ☑	11/21/14		Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	11/21/14		
	Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	12/4/14		
	Comptroller	*NIFS Approval* ☐		SD 12/22/14	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/9/14		

DOUBLE-SIDED

CLPW14000051

Contract ID#: H670008DK

Department: Public Works

E-280-14 CF

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 11/20/14 Term: from 5/5/2014 to 5/4/2016

New ☐ Renewal ☐	
Amendment	☒ #1
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY 11791	Contact Person Steven Hanuszek
	Phone 516-938-0600 Ext. 205

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516-571-6824

Routing Slip

Date Rec'd	Department	Internal Verification		Date Approved	Signature	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐	11/19/14		
	DPW (Capital Only)	*CF Capital Fund Approval*	☐	11/19/14		
	OMB	*NIFS Approval*	☐	11/21/14		Yes ☐ No ☐ Not required if Blanket Res
11/21/14	County Attorney	*CA RE & Insurance Verification*	☒	11/21/14		
11/21/14	County Attorney	*CA Approval as to form*	☒	11/21/14		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	11/21/14		
	Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	12/4/14		
	Comptroller	*NIFS Approval*	☐		SB	12/23/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	12/9/14		

Contract ID#: H670008DK

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by $500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by $500,000.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by $500,000. The maximum amount payable to the contractor is $1,150,000.
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by $500,000.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	~~$.01~~
Federal	$
State	$
Capital	$
Other	$
TOTAL	~~$.01~~

$500,000.00 (JA)

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name [signature]	Name [signature]	Date 1/9/14
Date 1/6/15	Date 1/5/15	(For Office Use Only) E #:

PRCF1205 (12/05)

E-280-14

RULES RESOLUTION NO 312 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars ($650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars ($500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars ($1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: Steven Hanuszek
Title: Exec. V.P.
Date: 10/23/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 12-19-14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars ($650,000) (the "Maximum Amount");

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2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Lockwood, Kessler and Bartlett, Inc.
By: _____
Name: STEVEN HANOSZEK
Title: EXEC. V.P.
Date: 10/23/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 1/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive V.P. of Lockwood, Kessler & Bartlett the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Joan Algios
NOTARY PUBLIC

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2018

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Andre Haddad (Name)

[redacted] (Address)

516-938-0600 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

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

10/25/14
Dated

Signature of Chief Executive Officer

Andre Haddad
Name of Chief Executive Officer

Sworn to before me this
23rd day of October, 2014

Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-2571477

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: Steven Hanuszek

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 16-0847122

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 12/23/14

Signed: [signature]

Print Name: Steven Hanuszek

Title: Exec. Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company __X__ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO
   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: Steven Hanuszek

Print Name: Steven Hanuszek

Title: Exec. Vice President

Item 4

Lockwood, Kessler & Bartlett, Inc.

List of Corporate Officers and Directors

Andre Haddad *

[redacted]

President & Chief Executive Officer

Steven Hanuszek *

[redacted]

Vice President - Construction

Marian Wypyski *

[redacted]

* Denotes Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: **Lockwood, Kessler & Bartlett, Inc.**

   Address: **One Aerial Way**

   City and State: **Syosset, New York** Zip Code **11791**

2. Firm's Vendor Identification Number: **11-1015370**

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company **X** Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   See Attached List

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood Enterprises of New York, Inc. which in turn is
   100% owned by LKB Group, LLC a NY Limited Liability Company.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   Subsidiaries:
   Alemco Development Corporation
   LKB Environmental Services, Inc.
   LKB Mapping, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10/23/14

Signed: _____

Print Name: **Steven Hanuszek**

Title: **Exec. Vice President**

Item 5

LKB Group, LLC

Andre Haddad
[redacted]
Chairman of Managers

Steven Hanuszek
[redacted]
Manager

Raymond Wegener
[redacted]
Member

Marlan Wypyski
[redacted]
Manager

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111-015370

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contractor was selected through an open competitive RFP process. This is the first amendment.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

11/19/14

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#:H670008DK

CFPW14000013

Department: Public Works

E-76-F14

CF (Capital)

Contract Details

SERVICE _Construction Management/ Inspection

NIFS ID #: _____ NIFS Entry Date:_____ Term: from Execution to 24 Months

New [X] Renewal [ ]	
Amendment [ ]	
Time Extension [ ]	
Addl. Funds [ ]	
Blanket Resolution [ ] RES#	

1) Mandated Program:	Yes [ ]	No [X]
2) Comptroller Approval Form Attached:	Yes [X]	No [ ]
3) CSEA Agmt. § 32 Compliance Attached:	Yes [X]	No [ ]
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes [X]	No [ ]
5) Insurance Required	Yes [X]	No [ ]

Agency Information

Vendor	
Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek
	Phone 516 938 0600 ext. 205

County Department
Department Contact Richard Iadevaio, Jr, Superintendent of highway & Drainage Construction, NCDPW
Address 1194 prospect Ave, Westbury, NY 11590
Phone 516 571 6824

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* [ ] *NIFS Appvl (Dept. Head)* [ ]	3/5/14		
	DPW (Capital Only)	*CF Capital Fund Approval* [ ]	3/7/14		
	OMB	*NIFS Approval* [ ]	3/7/14		Yes [ ] No [ ] Not required if Blanket Res
3/14/14	County Attorney	*CA RE & Insurance Verification* [✓]	3/14/14		
3/14/14	County Attorney	*CA Approval as to form* [X]	3/14/14		Yes [✓] No [ ]
	Legislative Affairs	*Fw'd Original Contract to CA* [ ]	3/17/14		
	Rules [ ] / Leg. [ ]	[ ]			
	County Attorney	*NIFS Approval* [ ]			
	Comptroller	*NIFS Approval* [ ]		SB 4/14/14	
	County Executive	*Notarization* [ ] *Filed with Clerk of the Leg.* [ ]	4/3/14		

Contract ID#:H670008DK

Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/ Bridge construction.

Purpose: Approval of a Personal Services Agreement with Lockwood, Kessler and Bartlett, Inc. to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, and Evaluation of contractor's claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring / Investigation, Material testing and other related engineering / support services.

Method of Procurement:
A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.

Procurement History: The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RTI part II Memorandum.

Description of General Provisions:
Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney.

Impact on Funding / Price Analysis:
Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.

Change in Contract from Prior Procurement:
N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date
Date	Date 4/16/14	(For Office Use Only) E #:

PRCF1205 (12/05)

E-7-14

RULES RESOLUTION NO 67- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-24-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with "on-call" construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Lockwood, Kessler & Bartlett, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #|11-015370

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____on _____. The sealed bids were publicly opened on _____, _____ (_#____) of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/5/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ■ RFP ☐ RFBC ☐ In-House Work Order

Project No.: H670008D

Project Title: On Call Construction Management Services, Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Department/Agency/Office, DPW, Engineering – Civil/Site Construction Management

Project Cost for this Phase: $1,500,000.00 per Agreement

Total Project Cost: $9,000,000.00
Includes, engineering and construction management

Date RFP Due: August 23, 2013

Capital Funding Approval: YES ☐ NO ☐ _____ SIGNATURE

Funding Allocation (Project/subobject):
See Attached Sheet if multiyear

Funding will be Assigned by separate RTIs

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			

DCE/Ops Approval: YES ☐ NO ☐ Signature _____
SSG:RMfp!

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 20, 2013

SUBJECT: **Request to Initiate (an RFP) – Part II**
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	$ 937,470.00	11
LKB	1	$ 922,750.00	13
LiRo	3	$ 845,581.25	5
GEB	4	$ 896,300.00	7
Tectonic	5	$ 936,550.00	16
GPI	6	$ 893,959.00	8
Cashin	7	$ 837,481.25	3
Savin	8	$ 894,575.00	6
LKMA	9	$ 836,187.50	4
deBruin	10	$ 934,250.00	10
Cameron	10	$ 928,764.50	12
RBA	12	$ 910,200.50	9
D&B	13	$ 985,747.00	15
Gedeon	14	$ 1,111,118.11	17
Haider	15	$ 949,115.00	14
Field Assoc.	16	$ 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	$ 801,250.00	2

SUBJECT: Request to Initiate (an RFP)-Part II
"On Call" Construction Management Services: Highway/Bridge Construction
Selection of Firms for Professional Construction Management Services
RFP No. PW-H670008D

As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from $940,000 to $922,750 and the Tectonic BAFO from $1,032,800 to $936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly $135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (*ref. Letter to CSEA, dated July 30, 2013*).

Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.

Richard P. Millet
Chief Deputy Commissioner

SSG:RM:pl

c: Shila Shah-Gavnoudias, Commissioner
Jane Houdek, Attorney for Department of Public Works
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Saji Varughese, Construction Inspector II ✓

APPROVED:

2/8/14

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: H670008D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group

2. The work involves the following:

   Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.

3. An estimate of the cost is: $1,500,000.00/Agreement

4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:RM:lv
c: Allison Hertling, Deputy Director, Office of Labor Relations
Robert Cancellieri, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction
Jonathan Lesman, Management Analyst II

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Environmental Services, Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 16-0847122

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company __X__ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO
   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none. enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: _____

Print Name: Andre Haddad

Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Alemco Development Corporation

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 13-2571477

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014

Signed: _____

Print Name: Andre Haddad

Title: President & CEO

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: **Lockwood, Kessler & Bartlett, Inc.**

   Address: **One Aerial Way**

   City and State: **Syosset, New York** Zip Code **11791**

2. Firm's Vendor Identification Number: **11-1015370**

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company **X** Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   See Attached List

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood Enterprises of New York, Inc. which in turn is
   100% owned by LKB Group, LLC a NY Limited Liability Company.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   Subsidiaries:
   Alemco Development Corporation
   LKB Environmental Services, Inc.
   LKB Mapping, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/23/2014

Signed: _____

Print Name: **Andre Haddad**

Title: **President & CEO**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LKB Mapping Inc.

   Address: One Aerial Way

   City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 54-0841793

3. Type of Business:

   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

   Andre Haddad — President & CEO

   Steven Hanuszek — Exec. V.P. & Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   100% owned by Lockwood, Kessler & Bartlett, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 1/28/2014 Signed: _____

Print Name: Andre Haddad

Title: President & CEO

Item 4

Lockwood, Kessler & Bartlett, Inc.

List of Corporate Officers and Directors

Andre Haddad *
[redacted]
President & Chief Executive Officer

Steven Hanuszek *
[redacted]
Vice President - Construction

Sylvester Celebrini
[redacted]
Vice President-Survey & Mapping

Marian Wypyski *
[redacted]

* Denotes Director

Item 5

LKB Group, LLC

Andre Haddad
[redacted]
Chairman of Managers

Steven Hanuszek
[redacted]
Manager

Raymond Wegener
[redacted]
Member

Marian Wypyski
[redacted]
Manager

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DK

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Lockwood, Kessler & Bartlett, Inc, having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

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

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

WHEREAS, the Firm desires to perform the services described in this Agreement.

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call"

Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand ($650,000.00) dollars.

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

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

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

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

(f) Payments Relating to Services Rendered by Sub consultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Sub-consultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

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

7. Compliance with Law.

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

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation.

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

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

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

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in

compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

16. 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.

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

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

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

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

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

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: _____
Name: STEVEN HAWRYLAK
Title: EXEC V.P.
Date: 4/27/14

NASSAU COUNTY

By: _____
Name: Richard P. Walker
Title: County Executive
Deputy County Executive
Date: 5/5/14

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27th day of January in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. Vice President of Lockwood, Kessler & Bartlett, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Sharon Frisina

SHARON FRISINA
Notary Public, State of New York
No. 01FR6300961
Qualified in Suffolk County
Commission Expires Dec. 29, 20 17

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5 day of May in the year 2014 before me personally came Richard Schaffer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty ($150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

Position	Hourly Base Rate
Resident Engineer, N-IV	$55.00
Office Engineer, N-III	$45.00
Construction Inspector, N-III	$43.00
Construction Inspector, N-II	$32.00
CPM Scheduler	$60.00

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Firm 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 Firm 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 Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.

(f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants in accordance with this Appendix EE.

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

As used in this Appendix EE the term "County Firm" 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 Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix "L"

Certificate of Compliance

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

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

ANDRE HADDAD (Name)

[redacted] (Address)

516-938-0600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

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

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

2/6/14
Dated

Signature of Chief Executive Officer

ANDRE HADDAD
Name of Chief Executive Officer

Sworn to before me this

6th day of February, 2014.

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/14

Notary Public

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Attorney
Att: Robert Cleary, Director of Procurement Compliance

FROM: Department of Public Works

DATE: August 16, 2017

SUBJECT: "On Call" Construction Management and Inspection Services for Highway/Bridge Unit
Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

1. LKB H670008DK
2. LiRo H670008DL
3. GPI H670008DP
4. Cashin H670008DC
5. Savin H670008DS
6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:jm

c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Construction Inspector II

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

OCTOBER 2, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Vincent Muscarella
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
383-17	**CE**	**R**	**RESOLUTION NO. -2017** A RESOLUTION RATIFYING THE ACT OF THE COUNTY EXECUTIVE IN EXECUTING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF NASSAU AND THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS. 383-17(CE)

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

FINANCE COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, October 2, 2017
1:57 P.M

A P P E A R A N C E S:

RICHARD NICOLELLO,
Chairman

VINCENT MUSCARELLA,
Vice Chairman

ROSE MARIE WALKER

DONALD MACKENZIE

SIELA A. BYNOE,
Ranking

LAURA CURRAN

ELLEN BIRNBAUM

MICHAEL PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

JOHN FERRETTI.....15
TIM LACHAPELLE.....19
MELISSA GOMEZ.....22
ALEC SLATKY.....23
META MEREDAY.....27
ROSEANN D'ALLEVA.....40
EILEEN KRIEB.....47

INSERTS

Incorporated by reference
Public Safety Minutes
Dated 10-2-17 pertaining to
Clerk Items 362,367-17 (pages 5-13).....50

Finance Committee/10-2-17

CHAIRMAN NICOLELLO: Calling the Finance Committee to order. Mr. Pulitzer, please call the roll.

CLERK PULITZER: Thank you, Mr. Chairman. Finance Committee roll call.

CLERK PULITZER: Legislator Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK PULITZER: Ranking Member Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Legislator Rose Marie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Vice Chairman Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: And Chairman

Finance Committee/10-2-17

Richard Nicolello?

CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN NICOLELLO: Thank you, Mr. Clerk.

The first several items, calling them individually, are related to the budget, legislature's budget and the four year plan. Traditionally we pass these through committees to tee them up for the Full Legislature which is I believe our intention today.

Start with 351 of 2017, an ordinance to adopt the Nassau County Budget for the 12 month 2018 fiscal year beginning January 1st, 2018 and ending December 31st, 2018.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. Do we have any questions?

I'm sorry, we have discussion. Legislator Curran.

LEGISLATOR CURRAN: So I'm wondering if there is anyone from OMB to talk about this.

MR. BECKER: Legislator Curran, the understanding is that they're teeing up the budget today and that you have two hearings; one starts at 5 o'clock today where many of the department heads are going to be talking about the budget; and then I believe the 20th, and at that time, after the hearings, there will be plenty of people to speak further on the budget.

But at this particular point, correct me if I'm wrong, Mr. Chairman, that it's normally teeing up the budget for the hearings.

LEGISLATOR CURRAN: I figured the hearing isn't until 5:00 so we can ask some preliminary questions now.

MR. BECKER: Isn't that counter-productive, legislator?

LEGISLATOR CURRAN: I don't think

so.

CHAIRMAN NICOLELLO: They'll be here at 5:00 to answer the questions.

LEGISLATOR CURRAN: That's what committees are for, to hash this stuff out.

MR. BECKER: The history of this body is to tee it up for the hearing. So there is nobody here to speak on the budget that wasn't intended that -- we weren't advised that there would be questions.

LEGISLATOR CURRAN: I think it's appropriate to ask questions in committee.

MR. BECKER: There's no one hear to speak to this point, legislator.

LEGISLATOR CURRAN: So if anyone is listening from OMB perhaps they can come and we --

MR. BECKER: What we will do is we'll call them now.

CHAIRMAN NICOLELLO: No, no, Mr. Becker. They will be here at five o'clock and you can ask your questions in several hours as was planned.

LEGISLATOR CURRAN: These are

specific to OMB not necessarily something that the department heads, public safety department heads can address.

CHAIRMAN NICOLELLO: The process is the process which we continue to follow for 20 years. We're going to continue to follow that process and we understand you are running for County Executive and you want to make a show of this, but we are going to handle it the way we have handled it in the past. There's a procedure for this and we're meeting this afternoon. And then the budget hearing on October 20.

LEGISLATOR BYNOE: Chairman?

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: I have to say that I know that I made a point of this last time as well. This is definitely putting the cart before the horse. Why would we even bring this committee, why would we not have had then the budget hearings earlier this morning so that when this committee received these items that we could then make

an intelligent decision as to how we were going to vote.

I said it last year, and I'm most certain I said it the year before, we're doing this in the wrong order.

If you want to have the committee vote on these things, then the budget hearing has to come in the morning, or have somebody capable to answer those questions and have them available during this part of the committee.

CHAIRMAN NICOLELLO: In terms of receiving the items, you should have received the budget on September 15th, the budget was here September 15th, so in terms of receiving what the budget was about, we've had that for two weeks. Would you let me finish?

LEGISLATOR BYNOE: It's a matter of having people here to answer the questions.

CHAIRMAN NICOLELLO: Thank you. The thought behind having the full hearings which is what we've traditionally done is

that instead of having individual committees handle the questions and do it repeatedly, more importantly, there are legislators who are not here.

The thought was to have the entire Legislature part of this process so that each one could participate in each one of the hearings and that's the way we have traditionally done it and that's the way we are doing it this year.

LEGISLATOR CURRAN: This is the Finance Committee and there are things that I think the department heads might not be able to answer that are specifically revenue questions that I think is appropriate to be considered by the Finance Committee of the Legislature.

CHAIRMAN NICOLELLO: Thank you. You will have your opportunity to ask all the questions you want and we are looking forward to your proposal once we get down to the adoption of the budget. Legislator Birnbaum.

LEGISLATOR BIRNBAUM: Well, based

on the conversation I just heard, I want to state that OMB is here. I see Maurice is here.

Because, as a member of the Finance Committee, if before we can even consider passing it, I believe we have the right to ask questions.

CHAIRMAN NICOLELLO: As I said, we've done this for 20 years. We tee it up. The idea is that we want the questions before the Full Legislature because each Legislator will be present. Each Legislator gets the information and each legislator has the opportunity to ask the questions, and that's how we are going to do it today.

LEGISLATOR MACKENZIE: And, Mr. Nicolello, just to make clear, by us voting now, it's clearly not an endorsement of this budget, rather it's just a procedural measure to move the budget forward so we can have hearings and anyone can ask their questions including all members of the Full Legislature.

CHAIRMAN NICOLELLO: As we have

each year we pass it forward, but, as Legislator MacKenzie said, it's not an endorsement of this budget, but I fully expect and there will be amendments to the budget to be considered at an appropriate time.

LEGISLATOR BYNOE: Chairman Nicolello, it's clearly not an endorsement of this budget because the revenue aspects of the budget is not even being voted on or discussed, it's not even on the calendar which are the fees.

More importantly, we are not stating that this body, this particular committee can't discuss these issues today. That shouldn't be part of the discussion. If it's because you want the whole body to be part of the discussions then we should have the budget hearings in advance of the committees. It should happen in the morning.

I don't understand why we can't change the order. I brought this up last year and I'm certain I brought it up the

year before. Change the order.

Have the hearings in the morning and this way when we get it in committees, we are able to articulate our vote and have some kind of background and to be able to substantiate our vote.

I think this is done in the wrong order. To say that we do this year after year and we've been doing it for 20 years, I don't think that's a legitimate reason for continuing to do something wrong.

CHAIRMAN NICOLELLO: Duly noted. You will have your opportunity to ask all the questions that you want at the Full Legislature when we adopt the budget as well as in the hearings themselves.

Again, I will say again, we are looking forward to your proposals with respect to this budget. I note that there have been no proposals from the minority for the last few years. So we are certainly very interested to see how it is you would do things differently.

LEGISLATOR CURRAN: Chairman, I

would also add that out of respect to people who are here to talk about these items during the Finance Committee, that it would be good to get what they want to say on the record as well if they can't stay for the rest of it at 5 o'clock. They came specifically for the budget, not just for us legislators, but also for members of the public who want to comment on this.

CHAIRMAN NICOLELLO: Yes. Actually, once we finish talking I will be calling them up to speak their peace, so that everyone knows, the fees that are not being called are not on the calendar, we're simply moving the budget along so we can tee it up for the hearings.

Any other discussion before I ask for public comment?

(No verbal response.)

Hearing none, the first speaker is John Ferretti from the Office of the County Clerk.

MR. FERRETTI: Good afternoon, Legislators. John Ferretti, Chief Deputy

County Clerk.

I'm here today on behalf of Nassau County Clerk Maureen O'Connell who is upstate attending the New York State Clerk Association meeting, but she did want me to read a statement into the record and answer any questions you may have understanding that the fees are not an item today on the agenda, she still wanted to me to get her reader statement into the record.

CHAIRMAN NICOLELLO: Before you continue, Mr. Lachapelle, I have your slip. You are going next.

MR. FERRETTI: "I wish to express my vigorous objections to the proposed amendments to Section 19-17 and 19-18 of the Nassau County administrative code.

These proposed amendments will increase the clerk's block fee by $100 which would result in an increase of nearly 4,000 percent for this fee over the past ten years.

There is also a proposed amendment to increase fees collected by the

department of assessment for tax map verification by $100.

Despite the fact that it actually has no bearing on the recording of land documents in my office.

While these fees are independently collected by different county agencies, the overall financial burden to homeowners is outrageous, punitive, and immoral.

These proposed increases in the 2018 county budget adversely impact our residents conducting real estate transactions in my office.

The associated proposed fee increases are being forced upon homeowners without any request for input from my office or industry professionals.

We now see first time home buyers financing these fees in their 30 year mortgage and senior citizens who, after paying off their mortgage, are now faced with paying outrageous fees to close out their loans.

It is my believe that these fees and the increase they have been subjected to over the past 10 years may be illegal.

The courts have held that fees should represent the cost to provide those services to the residents.

I have and will continue to oppose any and all increases to county clerk fees.

The proposed fee increases are egregious. Nassau County recording fees are already among, if not the highest in the nation. Any fee increase on top of the burden already sustained by Nassau homeowners would have negative economic consequences for residents, the local real estate industry and the county as real estate transactions and associated revenue may decline.

I renew my vehement opposition to any fee increases and urge you to oppose them as well. Thank you."

CHAIRMAN NICOLELLO: Thank you. Tim Lachapelle from the Long Island Board of

Realtors.

MR. LACHAPELLE: My name is Tim Lachapelle and I'm a legislative liaison for the Long Island Board of Realtors.

Today I would like to urge the members of the Finance Committee to vote down the County Executive's proposed budget that raises the tax map verification fee and the block recording fee by $100.

I suggest you vote the entire package down because the proposed budget relies on uncertain revenue from illegal fees.

The first budget hearing is tonight and this body needs to start looking for sustainable and legal solutions to balancing the budget.

This budget should be scrapped immediately and the Rules Committee and the Finance Committee has the opportunity to do that today.

I say the revenue is uncertain because this is the third year in a row that real estate related fees have been raised.

Last year the assessment department anticipated $15 million in revenue from an increase of $130 on the tax map.

This year, the assessment department is anticipating $12 million from a $100 fee increase.

It's concerning that those proportions are off if only slightly. It's clear that the county can't pinpoint how much these fees actually raise which makes sense because the rate of home sales fluctuates over time.

Which brings me to the legality of the fees. Last week I reminded members that the County Clerk is opposed to the $100 increase of block fees which would account for an $11.6 million increase to her office. This is a clear indication that the revenue from this fee is not intended for the Clerk's Office.

As I have continually stated in front of this Legislature, a fee is not a tool for raising revenue. A fee should only

generate enough revenue to provide a related service which brings me to the assessment department.

In the past three years, the tax map verification fee increased from $75 to $225 to $355. Now, the proposed fee hike would bring it to $455.

The last two fee hikes in the assessment department raised a total of $39.2 million which begs the question what did the assessment department need with $39.2 million? How did they use it to improve the services of their department?

In order to pass these fees with the presumption that they are legal, the Legislature must justify why they County Clerk and the assessment department needs the revenue.

This is not a question of whether or not the county can continue to provide vital services. I'm not suggesting that the county make cuts to the many services that improve the safety and our quality of life.

However, if the fee is not being

used to provide services related to the Clerk' Office and the assessment department, this budget is in violation of state law.

And just to cite how I'm getting that, there's case law, Torso Brows Construction versus Monorow Board of Trustees and Town of North Hempstead verse Colonial Company.

CLERK PULITZER: Your time has expired.

MR. LACHAPELLE: Thank you.

CHAIRMAN NICOLELLO: Thank you. Melissa Gomez also from the Long Island Board of Realtors.

MS. GOMEZ: Hi. My name is Melissa Gomez and I'm actually incoming secretary for the Long Island Board of Realtors. I am a real estate agent. I sell properties in Queens, Nassau, as well as Suffolk.

I work with a lot of people that straddle the fence. At the end of the day, every dollar does count. I do understand that a budget is extremely important, but it

is egregious, that something just three years ago cost roughly $250, and today cost roughly $850, and is now going to cost an extra $200. Where there is no reason or explanation given as to why that budget increase has to happen.

We do ask that you please look into that or at least inquire what's the purpose, where is the money going, why is it being raised, what's the purpose behind it? Thank you.

CHAIRMAN NICOLELLO: Thank you. Alec Slatky.

MR. SLATKY: Hi. Good afternoon. My name is Alec Slatky and I'm here representing Triple A northeast which serves the membership of 5.2 million members region wide. I was here last week. I'm here today. I'm not sure if I will be able to be here this evening, so you might hear a second version of the same speech later.

Although this is really a second version of the speech that I gave last year when we had this exact same debate over the

public safety fee.

We do, of course, oppose the public safety fee using traffic enforcement to fill budget gaps, we believe is bad public policy.

We urge all legislators to unanimously reject this plan today. If I can quote from the summary book of the proposed budget, it says "the multiyear financial plan includes an increase to the public safety fee. The required amount of the public safety fee is equivalent to the amount that was reduced by the county Legislature during the 2017 budget process. This funding mechanism is required to preserve a quality level of police protection and public safety within Nassau County.

There shouldn't be a relationship between a red light camera ticket and a moving violation, how much that cost, and police expenses. The idea that a red light camera ticket is required to cost $200 or more is outrageous. The maximum fine for

red light cameras for unsafe lane change, any traffic violation, that's set by the state in the Vehicle and Traffic Law.

If the county believes that the fine for any traffic infraction should be raised to increase compliance, we are happy to have that conversation at the state level. The county cannot impose fines above the state allowed maximums.

So the county also imposes a $45 driver responsibility fee designed to recoup the cost of operating TPVA.

Last year, where we have actual data, the revenue collected by TPVA for administrative fees alone was $32.1 million. That's more than double the expenses incurred by the agency last year which was 15.6 million. Those figures predate the imposition of the public safety fee which went into effect January 2nd, 2017 which added a $55 fee to traffic and red light camera tickets was designed to help fund police expenses. This fee does not have a clear connection to traffic safety.

The summary book of the proposed budget says again that the additional $35 million is to "safeguard, facilitate, and encourage the health, safety, and welfare of the residents of the businesses of the county." Worthy goals of course, but that's not traffic safety.

The State Comptroller has said, "in order for a fee or charge not to be considered a tax it must bear a direct relationship to the cost of furnishing a special service, not go to the support of a government without particular relations to the benefits provided, the public safety fee fails this test."

For example, when we supported the red light cameras, but if the county wants the public to believe that the red light camera program is not about revenue, it should stop making the program about revenue. Thank you for the opportunity to comment.

CHAIRMAN NICOLELLO: Thank you. Meta Mereday.

MS. MEREDAY: Meta Mereday, Baldwin resident. I concur particularly with the vehement objection that Legislator Siela Bynoe had and I was here at those meetings when she stated over and over again about the process actually putting the cart before the horse.

This budget has no true revenue base. So the question should be asked, where is the revenue coming from? It's based on a shaky and, as previous speaker has said, possibly illegal fee structure, but that's not unusual for the goings on here.

I'm always amazed when I come to the committee meetings when most of the committees have on their paperwork no items on this committee at this time.

So veterans and senior services, economic, community services, town and counties, health and social services, planning and development, and environment on the committee at this time has been a ringing theme for the course of the year.

So, who is being represented in this budget? Clearly we live in towns, we have seniors, we have veterans.

We need economic development. We sure need community services. The towns are going belly up. Health is at jeopardy, particularly with our water and our sewers.

Social services is in an uproar, there is no planning. Most of the development is corrupt and the environment is in disarray.

So, again, the question remains, where is the revenue coming from for this budget?

Why is there this immediacy and secrecy, because there is to transparency here. How can you get residents to participate in getting the information in public forums when you choose not to provide the information to the public ahead of time or in a timely fashion?

Just to say a special hearing, when would residents know? I myself fortunately and I'm sure Deputy Speaker

Mr. Nicolello, I'm sure you will be glad to know I won't be here at five o'clock, so it's okay.

CHAIRMAN NICOLELLO: We have one on the 20th too.

MS. MEREDAY: I know you'll miss me. But, anyway, I hope the rest of you ask the questions and, unfortunately, if there is no super majority to vote, it will be, again, a wasted effort. So I really don't have the eight to ten hours to sit here and do what you plan to do anyway.

So I'm hoping that cooler heads, more knowledgeable questions will be answered because as witnessed by the actions that took place earlier today in Las Vegas, there are many people who have serious issues and they have serious problems. They are not taking the best course of actions to resolve them.

You have an opportunity for a change to do the right thing. I'm hoping and I'm praying that you do so. Thank you.

CHAIRMAN NICOLELLO: Thank you.

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Any other public comment?

(No verbal response.)

Hearing none, I'm calling the Item 351.

LEGISLATOR CURRAN: Chairman, I would like to make a motion to table.

CHAIRMAN NICOLELLO: Second to the motion?

LEGISLATOR BIRNBAUM: Second.

LEGISLATOR CURRAN: Just because I don't think we have sufficient information to vote properly.

CHAIRMAN NICOLELLO: Thank you. All those in favor of the motion to table signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

The motion to table fails.

So I'm going to call the item, 351 of '17, all in favor signify by saying aye.

(Aye.)

Those opposed?

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(No verbal response.)

The item carries and moves along to Rules.

The next item is 352 of 2017, an ordinance fixing the tax rates and levying the taxes for the 12 month 2018 fiscal year beginning January 1, 2018 and ending December 31, 2018.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. Item is before the committee. Do we have any discussion among the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

That item carries by a vote of

four to three. Three votes against.

The next item is 353 of 2017 is a resolution to adopt the multiyear financial plan for fiscal years 2018 to 2021 as required by section 310 of the County Government Law.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Muscarella, seconded by Legislator Walker. The item is before the committee. Do we have any discussion?

(No verbal response.)

Is there any public comment?

MS. MEREDAY: Meta Mereday, Baldwin. Yes, again, since there are very few people who would be able to, as I said, be here to ask these questions or to possibly get any real answers aside from the crickets in the stairs, I would like a little more information if possible with regard to the structure of this multiyear plan.

What are the tiers that are

involved? Just a little more detail as opposed to the one or two lines that are here.

From those of you more learned elected officials with the staff and the capacity to provide that information.

Again, just so the public can know because we are in an election season and who's to say all of this may be a moot point because whoever may get elected may change the whole thing to begin with.

So just flatter me by just answering a few of those questions as it pertains to the structure of this, whoever chooses to share that information, it would be greatly appreciated.

CHAIRMAN NICOLELLO: The Independent Budget Review Office will perform an analysis of this and I believe we also get an analysis from the Office of Management and Budget as well as the Comptroller's Office.

Once we get those, my suggestion is -- we would be happy to give you a copy.

My suggestion is just to give your legislator a call who can easily provide a copy to you each of which provides an in-depth analysis of what the four year plan is.

MS. MEREDAY: Okay. But you're approving this now.

CHAIRMAN NICOLELLO: We are teeing this up so that we can have the full hearings and budget adoption later in the month.

MS. MEREDAY: But generally, what happens when you get to the Full Leg meeting, it becomes a discussion where you say, well, you voted for it in committee. And I don't know why you are opposing it now so I'm just trying to ask the question now in case I may not be at that meeting to ask the questions.

Would this not be the time for public comment to have answers given to the public?

CHAIRMAN NICOLELLO: You have the opportunity to speak, it's public comment.

That's that. As I said, we, ourselves, have not received the analysis from these offices and if you're truly looking for that information there is a wealth of information in there that can be provided to you.

We can provide it to you but I would suggest you call your legislator.

MS. MEREDAY: Okay. I don't think I will have a problem doing that. I just want to be clear, what is it exactly that you are voting on today? You are voting on the idea that you will be looking at this later to vote on it later? I'm trying to be clear; I'm not trying to be negative.

CHAIRMAN NICOLELLO: There are a number of items in which we do this, for example, Nassau County Community College budget we choose to have the debate and analysis, the public debate and public hearing on that in one format, so we pass them through the committees so we don't wind up asking the same questions.

As I explained before, the idea

is that when you do the substantive work on the budget, you want every legislator present, every legislator to have an opportunity to ask questions.

I can tell you, I sat for years on the Legislature and that there will be committees that I wasn't a member of, say Public Safety, they had a hearing on the budget. And at that time, just the Public Safety Committee would meet on the budget, I wasn't a member, I couldn't ask any questions. It was frustrating.

I think this process actually works better. I understand the criticisms and reasonable minds can differ. But I believe this process gives everybody an opportunity to speak on --

LEGISLATOR CURRAN: Chairman, may I speak?

CHAIRMAN NICOLELLO: No. We are going to wait until Ms. Mereday is done.

MS. MEREDAY: Well, my time kind of got lost because you were talking and the time was ticking.

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CHAIRMAN NICOLELLO: I was answering your questions but you can finish up.

MS. MEREDAY: I appreciate that. Thank you so much. I'm just curious because as I said, these other committees, as far as I know, at least for this year or for the last two, have not have had any hearing for the public to comment about anything.

I don't recall there ever being an item, for example, from the Veterans and Senior Committees to have discussion. I don't believe that there has been an item for economic development for there to be a committee meeting in a hearing.

That's why I was curious as to what would be incorporated into multiyear, which is more than one year, more than one fiscal process, where the discussion is as it pertains to that.

You have definitely answered that question that you are really not voting on the multiyear plan itself, you are voting on the idea that you are going to put forward

the multiyear plan once you get the information and then discuss it. Thank you.

CHAIRMAN NICOLELLO: Legislator Curran.

LEGISLATOR CURRAN: I disagree. I think committees is exactly the appropriate place to ask these questions and hash these things out before it goes to the Full Legislature. That's what committees are for.

CHAIRMAN NICOLELLO: Thank you. Any other public comment?

(No verbal response.)

Hearing none, all in favor of Item 353 of 2017 signify by saying aye.

(Aye.)

Those opposed?

(Nay.)

Item carries four to three.

The last of the budget items that we are teeing up; 354 of 2017 is an ordinance to adopt the budget for the County Legislature for the County of Nassau for the 12 month 2018 fiscal year beginning January

1st, 2018 and ending December 31st, 2018.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. This item is the legislature's budget before the Legislature, this committee actually. Do we have any discussion?

(No verbal response.)

Is there any public comment on Legislature's budget?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That passes by a vote of four to three. Let me clarify that. Are you voting yes or no for the Legislative budget. It was a unanimous vote, passes by a vote of seven to nothing.

Item 361 of 2017 is a local law

amending Title 24 of the miscellaneous laws of Nassau County in relation to extending the Hotel Motel occupancy tax.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. It's the Hotel Motel occupancy tax.

MS. D'ALLEVA: This item pertains the Hotel Motel tax extender for the next two years, three years.

CHAIRMAN NICOLELLO: Anyone have any questions? Legislator Bynoe.

LEGISLATOR BYNOE: Hi Roseann. How are you? A couple of questions in terms of the Hotel Motel.

Could you tell me, I see a number floating around here, that says we bring in about $4 million. Is that about accurate?

MS. D'ALLEVA: That's about accurate, 4.8, somewhere in that neighborhood, depending on how it adds up throughout the county in terms of hotel

occupancy and stuff like that, but it's a three percent tax rate.

LEGISLATOR BYNOE: Do you know how much we spend annually?

MS. D'ALLEVA: Of the Hotel Motel?

LEGISLATOR BYNOE: Yes, that we utilize.

MS. D'ALLEVA: We utilize pretty much all of it. In previous years we had fund balance built up for the grant but pretty much annually now we've been spending the total amount.

LEGISLATOR BYNOE: We spent down the fund balance for that grant?

MS. D'ALLEVA: We spent it in both the grant fund and in the operating fund.

LEGISLATOR BYNOE: Can we get a report as to exactly what is in the fund balance and how we utilize the grant funds this year, specifically which entities received funding?

MS. D'ALLEVA: Absolutely. We

can give you a detailed accounting of all the expenses but I'm not sure that there's any funds remaining, but if there is we'll let you know what it is.

LEGISLATOR BYNOE: I appreciate that. The other question that I have is relative to how we receive these funds.

Could you explain, is this self reporting? That's the way I understand it.

MS. D'ALLEVA: Yes. So the county treasurer's office has developed a website where the hotels now can, inclusive of the entertainment tax, can self report. So, yes, it is self reporting.

LEGISLATOR BYNOE: So back in I believe it was 2012, there was a report I believe that said we should be doing a little bit more to ensure that we were receiving our funds in terms of enforcement and compliance reviews, auditing, and so much so to the point that back in, I want to say 2014 or '15, I introduced some legislation that would require us to go out and audit those entities to ensure that they

were actually randomly select a couple of entities annually, go out and make sure we are getting some of the money we were entitled to, and that legislation along with many other great pieces of legislation introduced by this caucus was never allowed to meet the floor for discussion or even for voting.

But nonetheless, the point to this is, can you tell me since that time the report was issued, back if 2012 or somewhere around that time what this county has done to ensure that we are receiving the funds that we are rightfully entitled to?

MS. D'ALLEVA: I believe that the Comptroller's Office does do some auditing with respect to that in certain hotels.

I know that we were able to garner, not a settlement, but we were able to garner some back sales tax from a large entity in Long Beach, recently like a year ago.

LEGISLATOR BYNOE: So you don't know whether we've utilized any auditing or

in compliance regulations or procedures to make sure we're getting money adequately and appropriately from other entities except for the one out in Long Beach?

MS. D'ALLEVA: I do know that one of the reasons that the county treasurer's office actually developed the interface online is to make it more accessible and easier for entities to report their sales tax.

If there is an abhorition in terms of reporting, then that's investigated within the Treasurer's Office.

But in terms of who's auditing any type of blip in terms of what's reasonable and customary then is given to the Comptroller's Office because they have the audit division that would go out and actually be able to audit entities or from that point on give it to the IRS.

LEGISLATOR BYNOE: So I agree that at some point there would be a pattern that would be created by way of their filings and the treasurer would be able to

identify if in certain years we were receiving less because there is a report of less money coming in, but I believe and I think this holds true even for taxpayers, right, one of the things that hold people honest to paying their taxes is the fear of being auditing.

I think if we do not create, in some way, a process to ensure that we are getting the monies that we are rightfully entitled to, that we could be -- people could be under reporting.

Self reporting is great but it only works -- I understand in terms of labor it's great for the county to have self reporting, and I believe having access to the website to do that report is great. It makes it easier.

But I think if you have bad actors out there, people who are going to willfully under report, that the only thing that's going to hold them honest would be the fear of being audited.

Again, I think the county should

be employing those methodologies to make sure that every tax dollar that we're entitled to from those entities are coming in.

MS. D'ALLEVA: I agree. I implore you to lobby your congressman. We should all lobby our congressmen because to fund the IRS so that they can have auditors come in and audit sales tax for all areas of all businesses.

LEGISLATOR BYNOE: In this aspect, we don't even have to go to our Congressmen. The county has the right to do that.

As a matter of fact, after I introduced the legislation or right before -- I can't remember what the order is, I do know that Suffolk County did utilize that process and they're auditing randomly selecting entities and they have paid themselves back and then some by going out and having some of their auditors from their Comptroller's Office and I believe there were some kind of relationship collaboration

between the Treasurer's Office and the Comptroller's Office to ensure that we were getting our money back.

So I don't think that we need to go as far as our federal elected officials. I think we have at authority right here at the county level to do that.

CHAIRMAN NICOLELLO: Legislator Birnbaum, did you have a question?

LEGISLATOR BIRNBAUM: I have a question about an advisory board to the Parks Department which may or may not exist. I'm not sure.

Is there a board that exists in the Parks Department that reviews applications and determines where some of these monies goes towards?

MS. KRIEB: Eileen Krieb, Department of Parks. Initially when the Hotel Motel tax came into effect, I don't know 2010 or something like that, we did have an advisory board that was made up of experts from the museum world. We had their expertise to help evaluate the applications

that were coming before us.

Presently there is no board in place.

LEGISLATOR BIRNBAUM: Do you think maybe we should reinstate this board?

Is it written that -- I think I read there's a provision in the Charter that there's supposed to be a seven member advisory board.

MS. D'ALLEVA: I'm not really familiar with the advisory board, but I can tell you we still funding our museums with Hotel Motel money.

I believe last year it was to the tune of close to $700,000; I mean a million-seven, sorry.

LEGISLATOR BIRNBAUM: I guess we can talk about this another time about the board. Thank you.

CHAIRMAN NICOLELLO: Yes. Obviously you're going to have a changeover in administration so it's something we can revisit come the new year.

Any other questions or

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discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The item passes unanimously.

The next several items are ordinances supplemental to the annual appropriation ordinance in connection with the Department of the Nassau County Probation Department, the Department of Parks and Rec and the Probation Department again.

LEGISLATOR MACKENZIE: So moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator MacKenzie, seconded by Legislator Walker. These items are before the committee. Two of them went before the public safety committee a few minutes ago.

I ask that the minutes be incorporated by reference.

(Whereupon, please refer to the minutes of the Public Safety Committee dated 10-2-17 pertaining to Clerk Items 362, 367 at pages 5-13.)

CHAIRMAN NICOLELLO: The only one that's new -- not new, but that didn't go through committees is the one for the Department of Parks, Recreation and Museums which allocates $1.5 million from the revenues from the rifle range.

Do you have someone who can speak about item 363?

MS. D'ALLEVA: It's a supplemental appropriation to allocate revenues from the rifle range to the parks budget.

CHAIRMAN NICOLELLO: Any questions on this item?

(No verbal response.)

Thank you, Roseann. Any public comment? Meta Mereday.

MS. MEREDAY: Actually, it's Meta

J. Mereday, use my middle initial just for public record, Baldwin.

Just curious as to who determines where these funds go and maybe this is also a point of clarification with regard to calendared items being considered in this budget.

Because I know that Legislator Bynoe has legislation that she submitted and has been asking to get that calendared and you have residents that have been here and were not able to come today, particularly those from Minority Leader Kevan Abrahams' district in Uniondale. That's a funded project. The money has been there.

So I'm just curious how we determine these various projects with these types of resources when we have real issues. There is a business concern that needs the legislation that Legislator Bynoe has submitted and there are communities that are in desperate need of getting the street scapes and the safety structures in place in communities such as Uniondale.

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I'm curious as to how this determination gets funded. Thank you.

CHAIRMAN NICOLELLO: My understanding is, but I will have somebody come up and confirm this, that these monies are collected from the rifle range I believe have to stay within parks. Maybe Roseann can answer that question.

The revenue that's received from the rifle range at Mitchell Field, that money has to stay within the Parks Department, correct?

MS. D'ALLEVA: Yes, I believe that there is an MOA or some sort of agreement that actually predicates that the money can only be used for Mitchell Field.

CHAIRMAN NICOLELLO: At Mitchell, it's even more precise. Thank you. Any other public comment?

(No verbal response.)

All those in favor of these items signify by saying aye.

(Aye.)

Those opposed?

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(No verbal response.)

Those items carry unanimously.

The last two items are 368 and 369. These are resolutions to authorize the county assessor and/or the county treasurer and/or the receivers of taxes of the towns of North Hempstead and the City of Long Beach to partially exempt from real property taxation certain real properties located in various school districts.

LEGISLATOR WALKER: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Muscarella. Do we have any questions on these items?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Those items carry unanimously.

Motion to adjourn?

LEGISLATOR WALKER: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator MacKenzie. All those in favor of adjourning?

(Aye.)

Those opposed?

(No verbal response.)

The committee is adjourned and we will go back to Rules next.

(Whereupon, the Finance Committee adjourned at 2:42 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

FULL LEGISLATURE
2017 BUDGET HEARING

NORMA GONSALVES,
Presiding Officer

1550 Franklin Avenue
Mineola, New York

Monday, October 2, 2017
5:18 P.M.

A P P E A R A N C E S:

NORMA GONSALVES, Presiding Officer

RICHARD NICOLELLO,
Deputy Presiding Officer

HOWARD KOPEL,
Alternate Deputy Presiding Officer

STEVEN RHOADS

DENISE FORD

LAURA CURRAN

C. WILLIAM GAYLOR III

VINCENT MUSCARELLA

ELLEN BIRNBAUM

LAURA SCHAEFER

DONALD MACKENZIE

KEVAN ABRAHAMS,
Minority Leader

ROSE MARIE WALKER

ARNOLD DRUCKER

JAMES KENNEDY

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

SIELA BYNOE

MICHAEL PULITZER,
Clerk of the Legislature

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Budget Hearing/10-2-17

CHAIRWOMAN GONSALVES: First we welcome the gentlemen in blue, the people from the fire marshall, from the correction union, and every member of the public who chose to stay, and to the Nassau County Legislature's first hearing on the 2018 budget.

As we begin the review of the proposed budget for 2018, as I just said, there will be another two, there will be three hearings in all. The first is tonight and the second will be on the 20th of October and then of course the final budget hearing which will be on October 30th.

I want to first begin this process by thanking police officers, correction officers, and sheriffs as well as the fire marshals, along with all the support personnel and other first responders in our county.

Nassau County is one of the safest, large suburban counties in the county and that is attributable to the men and women in the various public safety

offices of our county.

Our process and review of the budget is somewhat different this year in that in an effort to accommodate the Office of Management and Budget and the County Comptroller, we will hear from them in our second budget hearing.

In this meeting, we will concentrate on the public safety component of the budget.

The services comprise a large part of the county's overall budget and directly impact on the health, safety and well being of all of our residents. Preserving the safety of our residents is not an inexpensive undertaking but it is the first duty of this government to our residents.

Over the past few years we have concentrated on ensuring that our police force has added members so that the department has the necessary members to operate at an optimum level.

In addition, by adding well over

500 new officers, we have attempted to provide a police department with enough sworn personnel to bring down the overtime expense.

We look forward tonight to hearing from our public safety departments to assist in ensuring that the trends that have taken place since we assumed the majority on the Legislature a reduction of crime of 27 percent continues.

We will also want to make sure that each of our public safety departments have the necessary resources to ensure the safety of their employees, those that they come in contact with, and the public at large.

Without any further ado, I would like to begin today's hearing with the Fire Marshal's Office. I'm asking Chief Scott Tusa to please come forward with the Assistant Chief John Priest.

You can sit, Assistant Chief Priest. You can begin by presenting your budget for 2018 and then expressing if you

have concerns and/or needs that you would like to be addressed by this body.

Then of course I will open it up to questions from my colleagues. Okay, Chief.

CHIEF TUSA: Thank you. The proposed budget for 2018, OMB worked with us quite a while to come up with what has been proposed.

I will say it's a no-frills budget, but staffed and funded as proposed should be an adequate budget for us to provide the necessary public safety.

CHAIRWOMAN GONSALVES: Would you, Assistant Chief, like to add anything?

ASSISTANT CHIEF PRIEST: No, ma'am.

CHAIRWOMAN GONSALVES: Then we will have some of the legislators who would like to ask a question. We will begin with Legislator Denise Ford.

LEGISLATOR FORD: Thank you very much for coming here and speaking with us in regard to this and probably have to take

your comment away from you but you do a very good job and help out with safety of the residents here in Nassau County and helping to facilitate for a lot of our businesses to open up.

Just a question, I know we just had an incentive that was offered to our employees. I don't know whether or not it was offered to the fire marshal or just offered on the part of the CSEA members that work under you.

Did any of your employees take the incentive?

CHIEF TUSA: Yes, we had 11 employees take advantage of the separation.

LEGISLATOR FORD: Were they CSEA or fire marshals?

CHIEF TUSA: Eight were fire marshals, two were clerical in the Fire Marshals Office and one was the administrator of the fire police EMS academy.

LEGISLATOR FORD: So looking at this proposed budget for the fire

commission, where you say you have I guess full-time workers, like you are proposing 96, and then 35 part time. So that doesn't reflect the loss of employees that you have currently, correct?

CHIEF TUSA: That's correct. As I stated, if we were staffed as proposed, we would be able to rehire and presently I have submitted a backfill plan to replace those who retired.

LEGISLATOR FORD: And I guess tests were given so you have a list to work off of?

CHIEF TUSA: I'm sorry, say that again.

LEGISLATOR FORD: A test was given so you have a list you can work off of at this point?

CHIEF TUSA: Yes.

LEGISLATOR FORD: And from what I gather, you might be eligible to be able to bring back some of your employees on a temporary basis?

CHIEF TUSA: One clerical will

return on a part time basis.

LEGISLATOR FORD: I'm only asking, and I'm not trying to put you in the hot spot, I do respect the work that you do, and you've been a very good leader for everybody. I'm just concerned then if we have a loss of personnel, especially with fire marshals, with the work that you do, we need to make sure that these new replacements are brought on board as soon as possible.

So how long do you think it would take before you would be able to fill these positions?

CHIEF TUSA: Generally speaking, once we get approved PRFs to go ahead and hire, it's about a three to four month process depending on the candidates themselves.

We presently have four people waiting to come on board. Some of them were put on -- I will call it medical review by civil service. They had to go see other doctors. And so this particular case has

been a six month long period to get these four individuals on. But normally it takes three to four months from the time the PRF is approved.

LEGISLATOR FORD: So hopefully these four individuals will pass the medical review from their other doctors and replace for the eight that you lost, four can come on, and you might only need to bring four more or possibly even more, I mean, on, because you were --

CHIEF TUSA: Can I just clarify? The four that we are bringing on were previously approved earlier this year. They were replacements for other people that left. We presently have two PRFs approved. Two people approved on PRFs. I was waiting to see what the backfill was going to bring. I wanted to bring them all on as one group. I was hoping for eight more fire marshals to be approved in the backfill plan.

LEGISLATOR FORD: So even with the candidates that are going through now since they were approved, you still have to

then bring eight additional fire marshals other than them, correct?

CHIEF TUSA: Correct.

LEGISLATOR FORD: And how long will it take to get your clerical workers, for the two you lost and then the administrator?

CHIEF TUSA: The assistant administrator has assumed the administrator's position until we get the PRF approved to promote him. Then we will go through the process to hire an assistant administrator.

The clerical, I'm not certain how long that will take. It's a difficult title to fill.

LEGISLATOR FORD: Does the person have to come up through the ranks of the fire department?

CHIEF TUSA: No. The clericals, for what I gather, have a very low starting salary. A lot of the people who come for the interviews with the county choose to wait it out until their school district or

water district or whoever is hiring off of that list are ready to hire.

LEGISLATOR FORD: What is the starting salary?

CHIEF TUSA: $23,000.

LEGISLATOR FORD: I'm probably going to ask a loaded question here, so forgive me if I do. Primarily, is it women who apply to be clerical workers or is it men?

CHIEF TUSA: I have not interviewed anybody from that list but from what I gather, yes, it is predominantly women.

LEGISLATOR FORD: Who basically sets the starting salary?

CHIEF TUSA: I don't know. County government somewhere. I don't know whether it's the County Executive proposes it and it's approved by the Legislature, or civil service sets the pay scale. I'm not certain.

LEGISLATOR FORD: I thank you very much for your honesty.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Just to follow-up on Legislator Ford's questions, in this interim period while you are trying to backfill those positions, how are the fire marshals going to manage their current work loads?

CHIEF TUSA: I will have to say we are a little bit stretched right now. We've stopped doing certain programs like accelerated plan review at this time. We just don't have the resources to -- I shouldn't say we stopped it. We changed the way we accept it. It's now on a case by case review. Hardship cases will be approved for accelerated plans.

But so many of our contractors have built in the expedited fee into their bid that more than half of our plans were coming in expedited and a lot of them just don't need to be. So we are looking on a case by case basis. Those that need to be accelerated, we will get those resources.

We do have an increase in overtime to fill some of the slots.

LEGISLATOR NICOLELLO: How long do you think you can reasonably estimate you will be back up to full staff and be back up to reducing the work loads and the time frames with these approvals?

CHIEF TUSA: One of the problems with the Fire Marshal's Office is it does take upwards of two years to get someone fully trained and ready to work on their own.

There's many classes that they have to go through that we don't have any control, we're at the mercy of other agencies to do the training. We have to wait, for example, our fire marshal to go through the sheriff's academy. So when the sheriff hires we have new fire marshals on staff that go through the sheriff's academy.

We also have to depend on New York State for their code training, the fire service academy in Bethpage for certain other training, our EMS academy for their

EMT training.

We are dependent upon other agencies we can't just set up their training period and say in six months they'll been done. Their probationary period is two years and it takes almost the whole two years to train them.

LEGISLATOR NICOLELLO: Just to switch to another topic. NIFA has suggested that we do away with the funding for VEEB. We know what the answer is, but can you tell us what the impact of doing that would be?

CHIEF TUSA: Well, I think you would have a reduction in the amount of training for our fire fighters here in Nassau County.

While there are some districts that have -- I think the proposal was that the districts pay for the training themselves, some districts are -- I don't want to use the term rich, but have the funding that maybe they could do something like that.

But I believe the vast majority

of our districts couldn't encumber that cost for their training. You might see a reduced amount of training from what they're presently taking to what they can afford if that were to occur.

LEGISLATOR NICOLELLO: Reduced training would have an impact on the safety by which these volunteer fire fighters go about their duties, correct?

CHIEF TUSA: Correct.

LEGISLATOR NICOLELLO: I think some of the village fire departments, their budgets are limited, so I don't know where NIFA believes they're going to come up with this additional funding for it.

But, in your opinion, it would have a major impact on the training that our volunteer fire fighters receive, correct?

CHIEF TUSA: Absolutely.

CHAIRWOMAN GONSALVES: Any other? Legislator Rhoads.

LEGISLATOR RHOADS: Scott, if you could also expand upon Legislator Nicolello's line of inquiry.

Not only would the reduction in training have an impact with respect to fire fighter safety, but it would also have an impact with respect to how it is they do their job in protecting the public and intending to save lives, is that not true?

CHIEF TUSA: That's true. I agree with that. If they don't have the proper training they can't provide the proper safety to the public.

LEGISLATOR RHOADS: If there's one thing we shouldn't be skimping on it's making sure that our public is protected and making sure that our first responders are protected.

CHIEF TUSA: Correct. I agree with that.

CHAIRWOMAN GONSALVES: Any other legislators? Legislator Walker.

LEGISLATOR WALKER: I would just attest to what you just said because I have been out to the fire academy several times watching our firefighters train. What they go through there is only a benefit to

themselves certainly, but a benefit to each and everyone of us and the public for any fire that they might have to respond to or any emergency they may have to respond to.

So I would hate to see that ever be in the thought process, which I don't believe it's in the thought process to people up here, to have to eliminate that training.

CHIEF TUSA: Right. Fire fighting today has become very complex. It's not just taking a hose and putting water on a fire.

Between the synthetic materials that we have today that we manufacture in your house, my house, the construction of many of the buildings, while they may be structurally sound, they don't last long under a fire load. So training is essential to our fire fighters.

CHAIRWOMAN GONSALVES: Legislator Rhoads.

LEGISLATOR RHOADS: Sorry to belabor the point. Chief, can you run

through some of the training that's offered by the Fire Service Academy to the fire fighters?

CHIEF TUSA: Would you mind if I defer to my Assistant Chief? He actually dabbles out of the fire academy as an Assistant Chief instructor.

ASSISTANT CHIEF PRIEST: In the essence of full disclosure, I am a part time employee and I am an assistant chief instructor out there.

The state laws require that anyone to be qualified as a structural interior fire fighter take a certain number of classes. Those classes consist of the essential of fire fighting which is a 13 week classroom session followed by primary skills which is all hands on which runs another 13 weeks.

So in those classes you will actually operate fire extinguishers, actually raise ladders, as opposed to hearing the theory behind it.

Then there are further classes on

mass confidence which is to teach someone to use the SCBA breathing equipment and then you'll go up the line to officer's training, introduction to fire officer, strategy and tactics. Then the Fire Academy does, for those who are already on and through VEEB, the Fire Academy provides for those who are already fire fighters they provide yearly training on live fire evolutions in the burn buildings.

LEGISLATOR RHOADS: The department of operations?

ASSISTANT CHIEF PRIEST: Yes, sir.

LEGISLATOR RHOADS: Then obviously there's also training for specialized teams like hazmat and a variety of others?

ASSISTANT CHIEF PRIEST: That goes above and beyond what anybody needs just to qualify. As I said, the state requires, before you can just join a fire department and start fighting fires, you have to have this minimum training.

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CHAIRWOMAN GONSALVES: Any other legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

I was going to ask for your wish list but I don't want to put you in trouble.

CHIEF TUSA: I do have a wish list, but, you know, finance don't dictate that.

CHAIRWOMAN GONSALVES: Now I'm going to call upon Acting Commissioner Patrick Ryder who will present for the Nassau County Police Department.

ACTING COMMISSIONER RYDER: I have Inspector Jamie Wilson with me too.

CHAIRWOMAN GONSALVES: I see we have a Power Point Presentation.

ACTING COMMISSIONER RYDER: Yes, we do.

CHAIRWOMAN GONSALVES: Introduce yourselves for the record and then go on with your presentation.

ACTING COMMISSIONER RYDER: I am

Acting Commissioner Patrick Ryder of the Nassau County Police Department.

INSPECTOR WILSON: I'm Inspector Jamie Wilson, commanding officer of the personnel and accounting bureau.

ACTING COMMISSIONER RYDER: Good evening, Majority Leader Norma Gonsalves and Minority Leader Kevan Abrahams and the entire Legislative body.

Before I get started, I would like to take a moment to recognize the people in Las Vegas here tonight. It's been a tough day all around, started about 4:30 this morning. We recognize and understand what they're going through and we sent out some well-wishes and prayers to them, to those victims families, and of course our first responders.

I just finished a briefing with the FBI, DHS, and Las Vegas Metropolitan Police and of course ISIS and Antifa have both tried to take claims, that is standard operating procedures on their part because they want to get that loan wolf out and try

to drag them over to the radicalized side. But none of that has any credit at this time. There are no credible threats here in Nassau County.

We have increased our patrols as we always do during these times. We are already at a heightened alert due to the high holy days.

Again, our prayers go out to them and their families and well-wishes again to the first responders that they do well.

I'm going to go through this as my first proposed budget, hopefully it won't be my last proposed budget, but we'll see how that works out.

There is going to be no fluff in it. I'm not going to play around with it. I'm going to go right at it and give you what you expect from here and should from the police department.

Our first slide obviously is our expenditures. You can see the numbers. Last year the adopted budget was $173 million. This year is $893 million.

Our salaries are down 3.6 percent, but our fringe is up $17 million. As we hire our new officers, and there are 167 in the academy now, those officers contractually contribute both to the pension and so the fringe is up $17 million.

So that number is up to 893. That mostly is attributed to the fringe benefit side and that is all contractual.

Next is our revenues. Our proposed revenues match our expenditures at $893 million. Over 20 million of that revenue is an increase related to the -- excuse me, $35 million of those is fines and forfeitures.

So our expenditures equal our revenue if all goes through. Getting to next is our head county. Our on board head count for the sworn is 2470. Our proposed head count for that 2018 is 2493. Our civilian head count is 774. The proposed number is 815. Giving us a total proposed 2018 head count of 3,308.

Again, out of those numbers

though, 167 are in the academy and will not graduate until February. So they are not being put to use yet for us in the police department.

Right now, year to date as of this morning, we have 164 members that have retired from the police department.

Our projected total for this year with another 75 to 100 leaving in December, will be 225 to 250 retirements. That's a lot of institutional knowledge walking out the door in the next several months.

We project to do a class in November of 80 because that is what is ready and ready to go through our civil service information that we were told today.

And three months later, when they go out on their road trip and field training and firearms training, we will do another 80 in three months giving us 160.

The CSEA, our civilian force, we had 102 people take the incentive. 63 of them were crossing guards and I heard most of your concerns regarding them and calls

have not stopped. My chief of patrol has been very innovative in trying to cover those crossings by using our current recruit class as part of their training out there doing the crossings.

So out of the 63 that left, we hired back 37 part time crossing guards and we have 25 now in the process of getting hired. The rest get backfilled with police officers that are working that day.

Personal savings cost. One of my objectives walking in was to see how we can save money in hand without having to go through contractual issues.

So you see the numbers in front of you and the first thing we do is look at our crimes against property squad. We did not eliminate the unit. We restructured and moved people into different areas. I took two detectives that went in burglary pattern team and they still do our vehicle larcenies.

And on the other side, we took two people that was in our are forgery squad

and we put them in with robbery. When I show you, the later numbers have gone down since we moved those people, you will see how it's much more effective and efficient to do that.

We also moved that lieutenant that oversaw that unit and he backfilled the retirement spot. So we eliminate that position and the PSA or the clerical staffing there, giving us a net gain of 319,000.

Right in the Commissioner's Office, all of it starts right at home. We eliminated supervisor's position and clerical position, because we have to show the rest of the team we are moving to save money, and we are asking them all to do the same. Those two positions netted us a gain of $293,000.

The duty inspectors that work night, it's time for those bosses that are working the nights, they don't need to have somebody looking over their shoulder. They need to do their job. And they are doing

their job and they're doing it better than ever in the police department.

Our complaint numbers are down. We have taken those two gentlemen off of that and reassigned them two commands. Saved us $458,000.

Our inspections unit, all our auditing is being done by our college kids, as I call them. That's our Think Tank. That's what they were hired to do. I don't need inspectors and sergeants and lieutenants to do those roles when they can go back and do crime fighting positions.

We moved them out of that, closed that office down. Moved those responsibilities to other units. It saved us almost a $1,973,000; and then our night platoon, four detectives, we worked with the union to remove the night platoon detectives, take them out and put them back where they should be doing detective work, not being the people that are calling out the detectives. Again that saved us.

So we are just shuffling the deck

in the first couple of months and permanent savings, this will be recurring every year, $2.7 million each year going forward.

Again, give me the keys to open the doors and let's see what's in it and we started moving the people around and it's been very effective.

Again, I can't compliment the men and women that sit behind me more and the work that they're doing day in and day out to organize and coordinate and it's just managing our budget and managing our people to get the most return.

I take you to our overtime. I'm happy to say, in August, we were down 186,000 hours. That is a $17 million savings to the county.

As of today, we're more over 190,000 hours and hoping to climb that number even higher.

We brought it down from 17 million, in 2016 we spent $72 million.

In 2017, we're projecting to come under the 50 million. We will come under

the $50 million. Saving us again that $22 million that we spent in '16.

The budget was for $55 million for this year. We not only stayed with our budget, we came under our project. We had come considerably under that number. That's because of the hard work that sits behind me day in and day out.

We are looking at our crime numbers. You guys have all seen them. In 1975 we were almost 4,000 cops in this county and we were the highest crime numbers in the history of the police department.

We continue to move our numbers down, and as we move them down our budget and our costs and everything starts to go down with it.

Our crime numbers today, at the end of this year, down 28 percent; 2016 we were down 8.71, and as of this morning, we're still down another three percent in major crime.

Again, as we cut staffing, reorganize, intelligence lead policing,

using all of those tools you bought us, and really putting them to work, not sitting on a self, we're getting that return.

This is the crime numbers as of this morning. You see that number, it's 2.8, one percent down, but I want you to focus on two numbers here.

When I told you that we moved those individuals out of the cap squad, when I moved the two vehicle theft people and put them with the burglary pattern team which we created just before last year, we saw a 32 percent reduction, 32 percent reduction a d that's after having five years of great success, 32 percent reduction in our residential burglaries this year. That's phenomenal. We continue to drive it down.

Our commercial burglaries went down another 12 percent. Our street robberies are down 16 percent; and our commercial robberies are down 30 percent.

When you look at the epidemic that we're suffering right now between the opiates and heroin, those numbers should be

going up. They're not. They're going down. So we're doing it better. Our cops are more engaged with what they're doing. Again, using the tools you've given us.

That shows through 2009 we continue to climb downward in all our major crimes and our smaller type crimes.

This data came out of DCJS this morning, sorry, as of 9-11. And if you look at it, our shooting incidents involving injuries are down 50 percent, 42 percent on the five year average.

Our shooting victims, those that are hit are down 48 percent and 33 percent for the five year average. Again, showing that we are doing it all in the right area going downward.

Shot Spotter, over a million dollar investment where this body has given us more resources to increase that moving it into Freeport, further down to Merrick Road, moving it into the Elmont area, and put us all on one platform as we should have been years ago with Hempstead and all the other

villages. You see our shootings in the shot spotter zone? We are down to 12 this year. We did 337 in 2010 the year we released our Shot Spotter. We backed our programs up. We haven't turned on a key and walked away from it.

When you put the right resources into places given by that intelligence driven programs, you get a result like that. So we are sustaining that growth.

As your investment in the police department to expand Shot Spotter, you are going to get an even better return.

I know some people don't like it. It gives them an argument that they say they have higher crime in their area. This is preventive.

When we put it into Roosevelt and Uniondale, we spoke to those religious leaders, we spoke to the schools and business owners. Homes have improved on their value because crime is down.

Schools have improved in there because crime is down and kids are safer.

We are doing that and we're going to continue to do that both in Elmont and push it down again into the Freeport area.

Heroin overdose deaths. Last year, in 2016, even though we had a decline, 195 overdose deaths in opiates is not acceptable. We know that. I have met several times over the last couple of months with many different groups that we are working towards. We are doing a lot of awareness and outreach. We've invested two more people into our community affairs office that are going to help expand on that message.

We fulfilled our agreement to have all eight precincts if we look at the old model, all have two pop officers in there.

We kept our numbers up with our narcotics, and our narcotics guys have been doing a great job. But most importantly is the outreach of schools that we get the Too Good For Drugs Program into the schools which we are in 56 school districts and

continue to preach that every single day.

I met with all the superintendents five times; myself, Chief Smith, Chief Palmer and Chief Canavan have met with all of them and continue to push a lot of our safety measures especially after we what we saw today in Las Vegas.

You see our heroin numbers are climbing downward so those numbers from '15 to '16 have come down. They're still way too high and unacceptable and I know all of you agree with me on that.

Narcan. Narcan year to date we have 346 saves. Our cops and our firemen and Scott Tusa and his team that just left are doing a great job getting the Narcan out there.

We are training more and more people getting the substance out there and we're saving more and more lives.

We are very conscious of the fact that after you Narcan a kid and he goes to a hospital, we lose control, we know that. But we met with many of you here, and we've

met with many of our state officials and said, we need to change the law. We need to change the law. There is a mandatory hold for recovery. You can't let a kid walk out and just overdose saved by Narcan.

We had one individual who came back two times and on the third time he died in one weekend. So we know we need to do more outside of that, working and doing our outreach with the state politics and hopefully we can change that where there is a mandatory hold.

We're doing more education and awareness programs and again that was part of adding those to the community affairs office.

We additionally added two members back to our PAL office. It was over 50,000 kids that are in our PAL program and we kept cutting that down. It's now up to one per precinct and it's still not enough.

These kids are the foundation. These are the programs that keep them away from drugs and this is where we need your

support going forward. I'm sure we're going to get it.

One of the things we're doing right now and it's no cost to the taxpayers. New York, New Jersey HYDA has proposed out of the Baltimore office a program called OD map. I have met with Scott Tusa's people and the fire services, I've met with our ambulance people. We don't get the data fast enough. We don't get it hard enough. We don't understand it until we get all of it.

So the OD map now will put this app on all of our fire services and all of our ambulance services that respond to these overdoses.

When a village picks up an overdose, I may not get that data. When a kid gets driven to a hospital, I may not get that data.

When I find that if something trends quickly in an area, such as it did in Massapequa and Amityville and into Suffolk County last year, when we had a bad batch of

heroin due to Fentanyl, we didn't get the data until Monday morning. Unacceptable. We needed it Friday so we could put the media blitz out to say, let even the heroin addicts know, hey, bad batch guys, put it down, you are going to die from it.

This OD map allows those individuals to hit the app, open it up, tell the location, will not give any HIPAA information but it will say, it geo fences it, it puts the map on the map, instantly mapping it to our communications bureau and to email to myself and my chiefs will get the email. We'll get it on a Saturday morning knowing that six kids overdosed overnight.

It will tell us what type of administration was done, Narcan or Naloxone, how many times it had to be administered, it will tell us the sex, the race of the individual so we know it's a male white, 16, 17 years of age, so we know what's trending and we need to get the message out.

It's key. It's free. We're

almost there. And we will be pushing that out within the next month or so.

Our moving summonses, our activity. Our morale in the police department has never been better. You can ask all our unions, they'll say the same thing. We are treating people with respect but also asking them to do their job and we're not handing them a bag of money to do it. They know that.

It's come back around. Our summons activities have grown. In 2017 we are now up to 25,000, 116,000 moving summonses compared to 105 at this time last year. We are not writing summonses for revenue. We're writing summonses to protect the people on the road and take the bad drivers off the road.

Our auto accidents show that we're down 4.65 percent from 26,365 in '16 to 25,138 in '17. That means we're making a ago difference. Taking back control of the streets. We're not letting people drive their cars that they shouldn't drive.

Our parking summonses are also up from 50,000 in '16 to 56,000 in '17. Happy to announce that we will be opening the Fourth Precinct right after the high holy days. Originally was going to be October 11th. We realized we we're in the middle of Zutka at the time, so we will move it and it will be on that Monday or Tuesday.

We will lock in the date now but when we open up the Fourth Precinct, it's a beautiful building, and I'll thank all of you for that. That helps build morale.

The Eighth Precinct, as the Second Precinct Community Center and the major case bureau, on the old plot of the old Eighth Precinct, it's also going to open up in the month of December; the public safety side will open up first. We need to put that back into our community, that's what they recognize with.

The major case bureau will be moving out of the Old Highway Building and into this new facility which again will help us better go after a lot of these crimes

such as our heroin epidemic.

So, our focus on crime, we continue to drive it in the right direction, we will continue to drive it in the right direction.

It gets harder and harder. We got to come up with new ideas and we're doing that.

The stuff that you allow us to purchase like license plate readers and cameras and new vehicles and stuff for our electronics guys, that's what's helping us get ahead of this curve and continue to drive it down.

We will still have more outreach programs regarding our Heroin and opiates.

Managing our overtime. You saw the numbers. Again, I got to give all the credit to the men and women that sit behind me. Every single day we sit down in our staff meeting and they're looking for a way to move the pieces on the board to save us money and get it in the right direction.

Staffing/reorganization, you just

saw what I've done. We've only had a couple of months at that. We're not done. We've done a lot with our buildings. You'll notice that the lawn got cut, the bushes got trimmed. It's our image.

When you walk in our building, the halls are now shined and waxed, people picking up the garbage and cleaning up the place. It's our image. If we have a lousy image to the public then they're going to have a lousy respect for us. And I don't blame them.

Our cars are getting cleaned. We're getting the newer vehicles out there. We're reorganizing our staff and putting the right people out there to build that and, again, improve on that for our staffing and our image.

We're also improving on the efficiency. We have finally, and I know it's 2017, but we have made our paperless bucking system. We made a paperless IAU reporting system. No more paper allowed in the meetings. I don't allow them to come

and throw stacks of paper. No more. Everybody knows it and they laugh behind it because if they walk in with a copy they start to yell at the guy sitting next to them, you can't bring that in here. No more paper. Paper is ink. Ink is machines and they break down and they cost us money.

Our morale, I can tell you, I've made several dozens of calls. I've been out with the cops at night, one night. I use this story in the First Precinct; foot pursuit, a gentleman jumps out of the car, they chase him down. We arrest him, recover the bag. He's got a loaded gun in the bag, but as I spoke to my supervisors behind me, I know they're older than 21, but they look like they're 17 year old kids out there. They're all sitting with this enjoyment that we caught the bad guy. We took a gun off the street and they're dying for supervision. They're dying for better supervision.

That message is getting pushed every single day from Chief Palmer, Chief

Smith, and Chief Canavan. Down to that level, that they're getting it, and they're seeing that improvement. That's why everything starts to turn around. It's managing people with both respect and discipline, but it's not just discipline, it's respect too.

Our field arrest program. Again, our patrol division came out with two new programs in how we handle shoplifters and how we handle minor marijuana offenses, where we don't have to drag the 16 year old kid all the way into the stationhouse for smoking a joint on the street.

We can issue the summons. It's an appearance ticket. He will come in. We process it. The District Attorney is on board. We are not spending five hours processing an arrest only to give an appearance ticket at the desk level. We're doing it on the street.

We're giving that kid back a little bit of respect and dignity, a chance for him to recover himself and also saving

us in the overtime.

We did the same thing with our shoplifter arrest. Again, Canavan and Chief Berry and Chief Lack have all dug in to make this happen and have done a great job and saved us money.

The last thing that I'm pushing for and I spoke very confident with our unions is that we need to put a training officer in every precinct.

We pay in the long run legal issues because they come back and say we did not train them. Not always incorrect in that statement. We're not training enough. We're not training about culture diversity in the neighborhood. We're not training about what is happening during this time of the year in this religious community.

We're not training them about the new arrest policies and how we can get them more educated about that society that they're working in so they understand the group. We need to put a training officer in every precinct. We are going to do it no

matter what happens, but I'm working very closely with the union to give me the time to pull those officers off the street and train them.

I will give credit to both the PBA president and the DAI presidents and the SOA that have agreed and are in that to sit down and discuss that because they realize the same thing. If you don't have a trained cop, if you don't have an educated cop, he cannot police that environment correctly. So we're moving in that direction. That's it.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Thank you, Presiding Officer. Commissioner, I have a few questions but, before I get there, I just want to compliment you. It's a wonderful presentation.

The police department has always been great, but since you've taken over, the responsiveness has been at least in my experience has been just wonderful.

I think your appointment is one the best this administration has made so far.

ACTING COMMISSIONER RYDER: Thank you.

LEGISLATOR KOPEL: So now it's time to give you a hard time. Just a couple of questions.

Could you explain please the relationship between overtime and head count and where you think we can do better in that regard.

ACTING COMMISSIONER RYDER: I think the biggest problem we have seen in the last couple of years is when we went into our freeze and did not hire.

When you hire a young energetic cop who wants to go to work right away, he goes through seven months of training and he comes out and we put him out there and he does a great job.

But his salary is a lot cheaper than it is to pay a veteran police officer. Not that the veteran police officer does not

deserve his salary. As I said, that institutional knowledge and experience, but it's cheaper. And, contractually, they pay into both into their pension and to their health care. So that number that went up $17 million, it brings it down.

We fell behind in hiring for many reasons. If we can stay the course, as I gave that number, we're looking at 225 to 250.

I have 167 coming out this year. That's not going to equal that. But if I put the 80 and then follow by another 80, by next summer, when we get around to it, we will be able to cut that overtime again and bring it down with the budget.

LEGISLATOR KOPEL: So you feel you are on a good track and have the good plan to reduce the overtime by increasing head count to some extent. Good.

Shifting over to crossing guards. There are some places that I personally noticed that I see crossing guards, sometimes police officers have nothing do,

literally nothing to do.

Are you aware of some places that that --

ACTING COMMISSIONER RYDER: So every crossing --

LEGISLATOR KOPEL: I mean, I see that there's a car there and sometimes they don't even have to get out of the car the entire time.

ACTING COMMISSIONER RYDER: So every crossing is evaluated. We do reevaluate and we do every year and we just did again.

I guess the hardest part right now is that when we got hit with the 67 retirements that walked out the door with only a two or three week notice, we had to think on our feet and restructure it.

So now we are evaluating all the crossings again. There are many -- at least once or twice a week I'll get a request from a school district or from a private school saying we would like to get a crossing here.

Everybody would like to have a

crossing and I do think it would keep our children safer, some of them need to be reevaluated and maybe changed up, or changed to a different crossing location.

LEGISLATOR KOPEL: My understanding is that you had budgets for it but you can't even get the people.

ACTING COMMISSIONER RYDER: So the difficulty is, when you hire full time crossing guards, they receive benefits; when you hire part time they don't.

Now they are coming in working for $18 an hour and not getting the benefit.

LEGISLATOR KOPEL: So you can get more of them?

ACTING COMMISSIONER RYDER: Well, the idea is get more but without the benefits they don't want to come. We have been on a campaign to bring in as many as we can and we can't get them.

LEGISLATOR KOPEL: So the answer is, you do have enough budget?

ACTING COMMISSIONER RYDER: We have it in our budget, we are going to

continue to make it grow. We put out a list -- a request of the 80 people that had applied for the job, 80 on the day they showed up, 47 showed up of the 80. It's no longer the full time job it's the part-time job. Out of the 47 we're down to 25. And we haven't even gotten them hired yet.

LEGISLATOR KOPEL: I hear you. Auxiliaries. I guess there is some tension between what the union contracts allow and what they do.

My sense is that they can do more. That they have insufficient equipment, insufficient training to some extent, and maybe they can do more in terms of -- well, I don't know what they're allowed to do and what their not allowed to do and what ought to be in that case.

For instance, parking summonses, certain kinds of summonses that I believe they're not allowed to do that. But could they not take more of a burden off their volunteers, they're free? And I know they don't have a sufficient level of equipment.

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ACTING COMMISSIONER RYDER: I have met with them and immediately we corrected some of our vehicle situations with them and got them a few more vehicles. They need radios. We got them radios. This is all in the last 60 days.

They gave us 56,000 hours of free labor last year. They're true volunteers. Of course we would like to get more. And I think they would give us more.

But they wanted to get a little respect back again for themselves. I know I met with some of the legislators here and got them vehicles.

One man told me he did the marathon and he drove his personal car there. That's not acceptable. So we work to get them the vehicles. We got them the radios.

We offered up some training and we just put forward to the state to amend the law to give them back night sticks. Suffolk has them, NYPD has them, and for some reason Nassau County doesn't have them

anymore. The law had to be amended. That's in the process right now.

LEGISLATOR KOPEL: That's great. Finally, Fourth Precinct, beautiful new building. Do you plan to have any kind of public opening ceremony or anything like that?

ACTING COMMISSIONER RYDER: The public opening -- we're hoping to be around the 17th or 18th of November. The date is still not locked in yet.

LEGISLATOR KOPEL: Do you plan to have some sort of ceremonial opening or anything like that where the community might be invited?

ACTING COMMISSIONER RYDER: Yes. You will all be invited. We will send out an invite to everybody here on the body and also to all the local residents.

LEGISLATOR KOPEL: That will be great. Thank you, commissioner.

CHAIRWOMAN GONSALVES: Legislator Schaefer.

LEGISLATOR SCHAEFER: Good

evening, Acting Commissioner.

I agree you did a great presentation as well. Thank you for all the information you give us.

Forgive me if you answered this question earlier. How long do you anticipate it will take to backfill the crossing guards with the part timers?

ACTING COMMISSIONER RYDER: We put the -- every single person that was here as a full timer and left as a part timer is back in employment right now as part timers.

LEGISLATOR SCHAEFER: You have spots to fill those still?

ACTING COMMISSIONER RYDER: There are 25 that we are currently working on. I believe we will get them in.

INSPECTOR WILSON: We have 39 total candidates gross. Eight are complete. 31 additional. There is a high for -- for lack of a better term wash out in that.

But they are going into Phase Two as per applicant investigation. So it's dependent upon the medicals at civil

service. We are asking a lot of civil service so it's difficult to keep asking them to expedite. We cause a lot of problems for civil service.

But hopefully they are -- the applicant is expediting them as best they can so we're hoping that within a matter of weeks we've plugged all the remaining holes and with any luck have extra.

LEGISLATOR SCHAEFER: Great. You mentioned also you want to have a training officer in each precinct. So what exactly is the training regularly that you need someone there for?

ACTING COMMISSIONER RYDER: So our laws change constantly; our community changes constantly.

Some of the training, whether it be from the diversity side, whether it be from EEO complaints, or workplace violence stuff, stuff that if we get out ahead of it and we train them better, will minimize bigger loss numbers in the future.

We have to think ahead; we can't

just worry about tomorrow. We are starting to look down the road until we can hopefully bring that number back down.

LEGISLATOR SCHAEFER: I think that's good. That's all.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: Thank you very much for the presentation. I'm just going to continue. I'm not going to keep harping on this, this goes back to the school crossing guards. How many of the crossing guards are still considered full time?

ACTING COMMISSIONER RYDER: About 205.

LEGISLATOR FORD: Then the rest would be part time?

ACTING COMMISSIONER RYDER: That's correct.

LEGISLATOR FORD: Out of those that took the early incentive, were they all full time people?

ACTING COMMISSIONER RYDER: Yes.

LEGISLATOR FORD: So are you

replacing them as full time or replacing them as part time?

ACTING COMMISSIONER RYDER: We are not bringing back any full time, they're all part time coming back.

LEGISLATOR FORD: That is a problem. They make $18 an hour. How many hours do they work a week? What's the average?

ACTING COMMISSIONER RYDER: The number is 17 that they're supposed to by contract maximum.

LEGISLATOR FORD: Wow. Are we going to at least then look at, I know we had a discussion in regard to this that we're just not getting them.

When you have 87 that you thought you were going to get, and 37 show up. That clearly indicates -- it's not your policy. I know this is something that you're following. But I'm hoping that we can start changing this trend and taking a look at them and look at the jobs they're doing.

Hopefully we can try to bring

them back. As you can tell, I'm not going to speak for all of you, but I think I can, in saying that we do realize that we need school crossing guards. We need them to come back, make sure they get a decent salary, and hopefully get their benefits back.

This working with the 17 hours a week is not -- and to utilize the officers, you do, you had to take recruits out to backfill. There's a lot of issues there.

I'm hoping that we'll get this headache away from you and work with you to try to bring even if we have to change the job titles or work with CSEA so that they can perform other duties here in the county for the benefit of all of us.

I want to then go to the license plate readers. I know we are looking at placing them in various locations throughout Nassau County.

I know they are in some areas but I know that one thing we were talking about is the exit ramps off of some the parkways

and highways, coming from the city or Suffolk County into where cars exit into our neighborhoods.

I was looking at it like over at the Atlantic Beach Bridge. Do you know where we are with that program?

ACTING COMMISSIONER RYDER: I believe the bonding for that was about $5 million. That was not put forward. So that's where we are at.

We have done a very intelligent look and of the numbers and where we should put them. We agree with you that they should be on our bridges and also should be at our exit and entrance ramps.

LEGISLATOR FORD: All right. I thought it was passed. My mistake. My last thing, and I like the idea of the training officer in each precinct.

I know that you inherited this, but it has always been an issue with the 911 bureau with regard to the training of the 911 operators over there.

Will you then look at maybe

enhancing the training for those people who work there? I know when the hostage -- we're still waiting for that documentation for a while.

But I know that that's something that many of the employees there, they feel that sometimes they have been short changed on their training and the type of training they get.

I'm just asking you, not making any judgement at this point, but I'm asking if you could take a look at that as well?

ACTING COMMISSIONER RYDER: Absolutely. We have sat both with Gary Volpe is their local president and Jerry Laricchiuta and we're working towards increasing that training and better enhancing the training.

This year we have done two very good trainings. We brought in a professional from the state of New York and they came in and did a 3D training for them. So we are working very closely with them to improve that. They need to have that

training.

LEGISLATOR FORD: Thank you very much and keep up the good work, all of you. Thanks.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Thank you. I just wanted to go back to the overtime issue. What was the budgeted amount for 2017?

ACTING COMMISSIONER RYDER:

LEGISLATOR FORD: $55 million.

LEGISLATOR NICOLELLO: I think that you indicated that we're considerably below the budget amount. I think the projection is $4.5 million, something like that?

ACTING COMMISSIONER RYDER: The number is 55, we will come under 50.

LEGISLATOR NICOLELLO: That's terrific. You mentioned in response to Legislator Kopel's questions, head count is important to keeping that number in line?

ACTING COMMISSIONER RYDER:

Absolutely. If you look at the numbers that have left already, in theory, your overtime should have went up. If you lose 160 something officers, your overtime should go up, but it's not because we are reorganizing and shuffling the deck. Again, the men and women behind me are doing that.

We are moving the pieces to fill the holes so we can not create that overtime and those two new programs that I spoke to you about earlier.

LEGISLATOR NICOLELLO: So with those programs, with the better management, with the incoming classes, do you think that you can continue to see similar results in terms of controlling overtime expense?

ACTING COMMISSIONER RYDER: Absolutely.

LEGISLATOR NICOLELLO: Can you do better; is it possible?

ACTING COMMISSIONER RYDER: That's a challenge, I always like a challenge. We will do better.

CHAIRWOMAN GONSALVES: Legislator

MacKenzie.

LEGISLATOR MACKENZIE: Commissioner, I would like to compliment you as well. I think it's been universally noticed the difference in your responsiveness to all of us and your affirmative and aggressive nature is seen as well.

I appreciate one of the things you did beyond going through the budget items is also to give us a focus on what the department will be working on in the future.

Of course all of us want to support the police department. It's been one of the great successes in the last several years is the improvement in crime statistics.

The big challenge for our society is of course the heroin and the opioids.

You mentioned some of the initiatives including the mapping, the 72 hour hold, Narcan among others. Do you see other initiatives or changes that can be made to help combat the problem?

ACTING COMMISSIONER RYDER: I think we need to get more into our schools. That's where it's happening.

Our schools have been working very closely with us but we need to do more in the schools. We need to educate these kids. We need to get parents head out of the air, but the point is, they say not my child, not my child. Your child. It's anybody's child. Could be my child. It scares me to death that I have children at that age that worries me.

LEGISLATOR MACKENZIE: I agree. And I think all of us who have seen these Narcan trainings, it's not just stories out from the yonder. There's always someone there whose had a personal experience with it. It's tragic every time you hear one of these stories and we appreciate the work you're doing. Thank you.

CHAIRWOMAN GONSALVES: Legislator Walker.

LEGISLATOR WALKER: As far as the programs go in the schools, what level do

you start at? I know you spoke to each and every one of the superintendents.

ACTING COMMISSIONER RYDER: I believe we start at it's fifth grade.

LEGISLATOR WALKER: I would think we have to get it back into the elementary schools. It's very sad when you see the elementary school, I just look back when we have the day programs in school and not -- they were great programs and great that we get the parents involved, kids involved, and you're right, parents do have to open their eyes and see what is happening out there, and it's only for the betterment of their child and the rest of the children around them. Thank you very much.

CHAIRWOMAN GONSALVES: Legislator Schaefer.

LEGISLATOR SCHAEFER: Just one more question. You mentioned the 72 hour hold. That's something that some of us have been discussing here in the Legislature. My question just is, is it your understanding or to whatever extent you've researched it

or had somebody look into it, is it your understanding that it has to be effectuated on a state level?

ACTING COMMISSIONER RYDER: Yes. The law has to be changed.

LEGISLATOR SCHAEFER: Okay. That's just all I wanted to hear from you.

CHAIRWOMAN GONSALVES: Legislator Gaylor.

LEGISLATOR GAYLOR: Yes. Again, to all the men in blue, a great job that you do every day to keep us safe.

Commissioner, question. You indicated that the class size academy is 80 officers. I guess the next two classes. Why 80? Why not 100? 110? 120?

ACTING COMMISSIONER RYDER: It all depends on what is prepared and ready to go. The applicant is more involved and civil service, it's not just police department, it's correction officers, sheriff officers, school employees and stuff. So they're doing a lot of different background checks.

The background checks take time, the medicals take time. There's 80 ready to go and if I wait four more months I miss summer. If I miss next summer, I fall into the overtime problem again.

LEGISLATOR GAYLOR: Okay. Good question. As kind of a follow on, what are we doing to poach from the NYPD or other municipalities, officers that have been trained, I know some of the villages seem to be hiring directly out of the NYPD?

ACTING COMMISSIONER RYDER: So we hire out of the NYPD but it's the practice of the Nassau County Police Department, we retrain them.

LEGISLATOR GAYLOR: Is that an abbreviated type of training since they've already been through an academy?

ACTING COMMISSIONER RYDER: No, sir, same seven months as everybody else.

LEGISLATOR GAYLOR: Thank you.

CHAIRWOMAN GONSALVES: Are you satisfied? Now it's my turn. It's over here, Commissioner.

I have three things and I think the education as far as the schools are concerned, I have to say that they're not starting early enough.

I believe when we had the anti-smoking education many years ago we went down to the third grade.

Now we're not doing that with the drug situation. I think this is something that we need to encourage our school district to do.

There are programs Too Good For Drugs something that we brought into the school districts a few years ago.

That can, the curriculum Too Good For Drugs can be adhered to in the lower grades as well. I think this is something we need to encourage.

Then there's another circular, I think you have a pamphlet that tells parents what to look for, what to be aware of, and there are supposedly to be distributed through the schools; is that so?

ACTING COMMISSIONER RYDER: That's

correct.

CHAIRWOMAN GONSALVES: Because every school district should be able to send those pamphlets home.

ACTING COMMISSIONER RYDER: We handed out, the explorers handed out this weekend 4,700 pamphlets regarding tips regarding heroin.

CHAIRWOMAN GONSALVES: Excellent, excellent brochures. Two other things, the auxiliary police, I know they're a help to the police department but some of the things I get, and some of the things my colleagues get is that they keep looking for vehicles. They're not looking for new ones. They're looking for refurbished vehicles so they can use.

In my district alone, there are at least two that they are asking for. If there is any way we can get those vehicles out to the auxiliary police. They are an asset to the police department and I think we should try as hard as we can to get those vehicles to the auxiliary police.

The other thing is, how many are going to graduate from the beginning of next year from the academy.

ACTING COMMISSIONER RYDER: I hope all 167.

CHAIRWOMAN GONSALVES: Then we're going to have another 80, right?

ACTING COMMISSIONER RYDER: That's correct.

CHAIRWOMAN GONSALVES: By the end of next year we're going to have approximately over almost 300? I'm trying to add.

ACTING COMMISSIONER RYDER: 327.

CHAIRWOMAN GONSALVES: You know where I'm going, and this is not just coming from me, I honestly think that we have two POP cops in every precinct. Not enough.

ACTING COMMISSIONER RYDER: We have seen a need for many OF our units to increase. If we continue to hire they will.

Our community affairs was crucial to get people into. Our PAL was also crucial. These programs that we talk about

for our youth is done by those two groups. And that's where we put bodies right now.

We will probably increase on our POP cops. But as soon as we get those hires and those classes out, it gives us breathing room. I don't want to throw too much on Chief Canavan's hands.

CHAIRWOMAN GONSALVES: He knows where we're coming from. You were formally the inspector of the Third Precinct. We didn't let you go on this one. I think Inspector Flanigan was the same one we went after. We needed the additional POP cops.

We feel that they are more community oriented. I'm not just speaking for myself. I'm talking from the standpoint of the community organizations within my district and I think in everybody else's district that the POP cops are an asset. If we can increase them, we should.

If we are going to add that many police officers to the department, then there should be an opportunity to do that.

ACTING COMMISSIONER RYDER: We

agree.

CHAIRWOMAN GONSALVES: Before I turn it over to Minority Leader, I have to say thank you for a very comprehensive presentation. It was very informative. I wish you had a booklet so you can give it to us.

ACTING COMMISSIONER RYDER: No paper. No paper.

CHAIRWOMAN GONSALVES: If you email it to us, we have to produce it in paper. I don't know if I like that idea.

ACTING COMMISSIONER RYDER: Your paper is not my paper.

CHAIRWOMAN GONSALVES: And I don't like paper either. Thank you for job that you're doing and thank you to the members of the department for doing the great job and I know a lot of you over the years. Good people. Thank you so much.

ACTING COMMISSIONER RYDER: Thank you.

CHAIRWOMAN GONSALVES: Minority Leader.

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LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer. I guess we'll keep going right down the way afterwards.

First I want to thank you commissioner, I think you did a very good job in your presentation. First, more of many to come.

I do have some easier questions before I get into some of the more difficult ones. Just an update on the crime lab.

ACTING COMMISSIONER RYDER: So the crime lab is starting to take over fingerprints now and some of our drugs cases are moving in there now.

I will defer back, Deputy County Executive Chuck Romano is actually overseeing that process.

LEGISLATOR ABRAHAMS: This is a piggyback question on Presiding Officer Gonsalves' question about the pop units which we all feel are very vital and important to our communities.

Can you give me the breakdown by precinct of each of the POP cops?

ACTING COMMISSIONER RYDER: So each precinct has two, and our super commands, as we call them, the Third and Eighth both have four.

So the Third is the Third North, so that has two. And there's two in the Third. And the eighth is the Eighth, North and South, two in the south and two in the north.

LEGISLATOR ABRAHAMS: The Third North formally being known as the Sixth Precinct?

ACTING COMMISSIONER RYDER: That is correct.

LEGISLATOR ABRAHAMS: I will let Legislator Birnbaum talk to you about that. The public safety fee, which is being included in your budget for this year; am I correct?

ACTING COMMISSIONER RYDER: That is correct.

LEGISLATOR ABRAHAMS: From what we can understand, the public safety fee is being increased 150 to $200?

ACTING COMMISSIONER RYDER: That is correct.

LEGISLATOR ABRAHAMS: And you are aware of that increase of course?

ACTING COMMISSIONER RYDER: Yes, I am, sir.

LEGISLATOR ABRAHAMS: Can you tell us, if any, I mean obviously with the challenges of making sure we have are more POP cops, dealing with the opiate crisis, and countless other things, making sure Nassau County residents are safe.

Is there any of that revenue that the department can show is directly being utilized to enhance services in public safety for the Nassau County Police Department?

ACTING COMMISSIONER RYDER: So we are the law and order people, right? And we go out and enforce the VTL and make sure that we keep our roads safe.

The number on that item comes from OMB. I don't know where that money goes directly. I'm not responsible for

that. I just know I'm responsible to make sure that we keep the roads safe.

LEGISLATOR ABRAHAMS: Our understanding is that basically the public safety fee is collected by the department. In this case it would be the traffic light?

ACTING COMMISSIONER RYDER: Correct.

LEGISLATOR ABRAHAMS: It's collected by the department but from our understanding and, now hearing from you, there's no benefit to public safety, per se?

ACTING COMMISSIONER RYDER: No. Bills have got to get paid so we have the cops out to there to make sure they do the job.

LEGISLATOR ABRAHAMS: I'm talking strictly to the red light camera thing. Not the VTLs. Just the red light cameras right now.

ACTING COMMISSIONER RYDER: That all comes back into the operating fund of the police department. That's correct.

LEGISLATOR ABRAHAMS: No, no.

That part I understand. But do you know of, is there any direct correlation between enhanced public safety? That's a big amount of money that you guys are getting an increase in.

ACTING COMMISSIONER RYDER: So last year we increased the number also and we saw that we had a decrease in auto accidents on the road. And we saw our summons activity go up.

So we are enforcing the VTL, when you enforce the VTL and there is a penalty to be paid, it is a deterrent to most people to not do and break that law and drive their cars correctly.

LEGISLATOR ABRAHAMS: I get that. I'm not trying to give you a hard time. I'm just trying to make sure I understand this correctly.

We raise this public safety fee $50 per motorist per infraction as they go through a red light camera. Which, if go through a red light camera in this county, you should pay a fee. I'm not too sure I

agree it should be $200 but there should be a fee.

That being said, just the name of public safety fee, to me, gives residents a feeling or sense that it's going towards public safety; maybe additional cops, police officers. Maybe the purchase of additional equipment. Something to that effect that makes your jobs a little bit easier to make sure the public is safe.

But I get the impression and we are going to continue to discuss this, I get the impression, and I hate to say it this way and this is what the complaint that I hear from motorist and taxpayers, is that it's a money grab. Not particularly by you, I mean you said before it's the Office of Management and Budget, but you guys are being forced to collect it, or you guys are forced to have it in your revenue, which I think gives the impression that it's a money grab.

I think that's very unfortunate because I think the men and women that

protect us on a daily basis for their public safety should not feel the brunt of that collection of revenue because it doesn't seem like it benefits them, from what I can see, it doesn't benefit them one bit.

So you said before that this was conducted by the Office of Management and Budget. So the numbers and how they calculated it, the amount of infractions, that was all done by them?

ACTING COMMISSIONER RYDER: That's correct.

LEGISLATOR ABRAHAMS: So basically they just said, This is the number, make sure you get them to go with it. Okay.

Give me one second. It was brought to my attention in OMB's Appendix D page 392, I doubt you have that in front of you so I'll enter it into the record.

It talks a little bit on how the increase for the public safety fee was generated, and if you just indulge me for two seconds I'll just give you the synopsis.

The sources of revenue required to support increase employee costs and enhance police protection are limited to find these costs in the multiyear plan includes an increase to the public safety fee.

The required amount of the public safety fee is equivalent to the amount that was reduced by the County Legislature during the 2017 budget process.

The funding mechanisms required to preserve a quality level of police protection and public safety within Nassau County.

If the Legislature does not adopt the required fee level and does not develop another revenue source, the expenditure reduction such as the initiative outlined by NIFA's consultants may be required.

Now, it sounds like to me, if they didn't consult you, how did they come to this conclusion?

ACTING COMMISSIONER RYDER: After their review and looking at the numbers to

make the budget work for the police department, they came to me and said they were going to increase the fine as one of the many ways of generating revenue.

LEGISLATOR ABRAHAMS: They're also saying that it's a funding mechanism required to preserve quality of life and police protection and public safety within Nassau County.

So if this fee wasn't collected, obviously would it make your job more difficult to manage in the police department?

ACTING COMMISSIONER RYDER: Yes, we're $35 million less than if that money is not in there. So then we have to find ways to make up that difference, which, again, as we expanded the things like POP cops and everything else, those things get harder to do because then we remove a cop from patrol which creates more over time.

LEGISLATOR ABRAHAMS: I see. I applaud the fact that you were able to have overtime decrease while your salaries went

down as well, I just wanted to mention that to you as well, I think that was commendable.

But it seems to me, or it appears to me that the police department is not seeing $35 million in benefit in one year.

ACTING COMMISSIONER RYDER: My understanding is that depends on when the ticket is written and when it's paid.

LEGISLATOR ABRAHAMS: No. I'm saying they're increasing your revenue by $35 million, if I understood you correctly, $35 million by this fee, just this one year.

So, say for example that there's something on the expenditure side that either grew by that level because it can't be the 80 some odd officers that are coming into the force next year.

ACTING COMMISSIONER RYDER: No, no. If you look at the fringe number, that went up $17 million alone. Fringe went up, contractual salaries and the agreements went up.

LEGISLATOR ABRAHAMS: Contractual

salaries, that's the DE line?

ACTING COMMISSIONER RYDER: Yes.

LEGISLATOR ABRAHAMS: Went up by how much?

ACTING COMMISSIONER RYDER: About $3 million I believe it is.

LEGISLATOR ABRAHAMS: All right. That gets me 20.

ACTING COMMISSIONER RYDER: Then we have equipment went from .856 to one million.

LEGISLATOR ABRAHAMS: Okay. That's about five hundred grand.

ACTING COMMISSIONER RYDER: Debt services, charge-backs, went up from 22 to 24.

LEGISLATOR ABRAHAMS: What exactly is that?

ACTING COMMISSIONER RYDER: It's the debt service on the bonds.

LEGISLATOR ABRAHAMS: Which bonds, when we paid for the retirements?

ACTING COMMISSIONER RYDER: Our interdepartmental charges went from 43 to

$47 million.

LEGISLATOR ABRAHAMS: I guess I will wrap up and hand it over to the Legislator DeRiggi-Whitton.

As I said before, you did a very good presentation and I hope this is the first of many.

I just want to make sure as we move forward that you're able to have this obviously with the Legislature and you're able to I guess the future OMB of how much you need and, based on that number, how you will be able to serve the public.

I guess I get a little concerned when I hear that OMB says this is the number, plug it in, and then there's board transfers throughout the year to shift it around away from you and away from police officers.

So, like I said before, I look forward to the first of many, but I just wanted to bring that to your concern.

ACTING COMMISSIONER RYDER: Thank you, sir.

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CHAIRWOMAN GONSALVES: Legislator DeRiggi Whitton.

LEGISLATOR DERIGGI-WHITTON: Thank you. Minority Leader asked a number of my questions. But going back to like your page one, what is the interdepartment charges, $42 million?

ACTING COMMISSIONER RYDER: That's mostly utilities, fuel, stuff like that, rent, back charges.

LEGISLATOR DERIGGI-WHITTON: It seems like it's a lot.

ACTING COMMISSIONER RYDER: Those numbers come directly from the OMB, not from the police department during the budget.

LEGISLATOR DERIGGI-WHITTON: But there on your -- again, that was also my question with the debt service charge back and that's when we take out bonds and things like that.

Just one quick question I had. When you have the Shot Spotter, what happens, as soon as that goes off you get the location?

ACTING COMMISSIONER RYDER: So if I took Roosevelt Uniondale, there's 56 acoustic microphones that hang at high points throughout the community.

When a shot rings out it's triangulated, it's pinpointed, and then it maps it in the cars, geofences it, and maps it in the car, and sends it right to the police, says seven shots this day, this time, this location and it's about 99 percent accuracy on its location.

LEGISLATOR DERIGGI-WHITTON: At that at that point, the cars are all sent to that location?

ACTING COMMISSIONER RYDER: Right. And many times in areas where there are shootings, the community is in fear to call, they're afraid of retaliation.

LEGISLATOR DERIGGI-WHITTON: I understand. How often once you get there do you find the weapon? Do you know the percentage?

ACTING COMMISSIONER RYDER: I know we've had numerous success stories

recovering victims and also making arrests. We've had one time where the individual was driving out of the dead end street and the cops cut him off and recovered the gun.

LEGISLATOR DERIGGI-WHITTON: That's interesting. Again, I'm not going to say anything because, again, my colleague, Ellen Birnbaum is going to mention it, but I totally agree with her plea.

LEGISLATOR SOLAGES: Good evening, Commissioner. How are you doing tonight? Thank you for your very animated presentation and also explaining the human impact of these policies and how they benefit our community and increase public safety. And thank you for your department for the great work they do.

Recently there was a report by NIFA that suggested there should be some cuts to the Marine Bureau. My district includes Inwood which is on the south shore, which I do not see adequate patrols on the waters compared to the North Shore.

Can you please describe the

impact of that report, and its suggestions?

ACTING COMMISSIONER RYDER: It would be a huge impact to the police department and the people of this county if you cut out Marine Bureau.

We live on an island. We do more rescues and patrols out there. Coast Guard is not here anymore. They're not in Nassau County. They don't sit where they used to. So our Marine bureau is out there, 24 hours out there protecting and doing many rescues. You saw one just two weeks. You recognized two officers were doing that rescue.

We, as a police department, need our Marine Bureau. We as a police department met with that consulting company and we told them that that you don't run a police department without a Marine Bureau when you live on an island. Kind of silly.

LEGISLATOR SOLAGES: Understood. Legislator Kevan Abrahams asked you about the public safety fee.

Just to be clear, there is going to be -- the budget calls for an increase in

the public safety fee, but just to be very clear, does that increase provide an increase in services by your department?

ACTING COMMISSIONER RYDER: Well, if the funding is there and it fits within the budget. Obviously our services, meaning we can add an extra POP cop. We can add, I think to minority Abrahams' question is that I don't know directly where that money goes. It goes directly into the budget and we use it, again, supports the budget that we have. It doesn't put the constraints on it if we don't have it.

LEGISLATOR SOLAGES: Understood, but let's just say that there is a huge increase in people passing red light cameras and getting tickets, will that mean there is an increase in POP cops in the precincts?

ACTING COMMISSIONER RYDER: I can tell you, if our graduation class at 167 does get out and we do hire the 80, we will increase our POP cops in the precincts.

LEGISLATOR SOLAGES: My next question, if overtime isn't reduced, let's

say there's an unfortunate incidents in the county in the next couple of months, and there's an increase in overtime, will we have enough funding for a new police academy with an adequate size?

ACTING COMMISSIONER RYDER: So the new police academy comes funded from three sources. The first is asset forfeiture. So the hard work of the police department and the money that we seize is putting up the majority of the money for that new building.

I believe $10 million comes from capital projects which I believe was approved here by the leg. The last part comes from the foundations done an outstanding job supporting our law enforcement.

LEGISLATOR SOLAGES: So if I congratulate you by reducing overtime lower than $55 million, that's an amazing accomplishment, but if you are not able to do so, will that affect the size of the police academy for next year?

ACTING COMMISSIONER RYDER: As far as the size of the building or the size of the hiring?

LEGISLATOR SOLAGES: The hiring.

ACTING COMMISSIONER RYDER: No. It should not. If we lose more people, we need to hire more. It has no effect on the other side of it.

We get -- when we talk about if my budget is what my budget is, we will re-shuffle the deck and make it work. That's what we do.

We've turned it around so far with what we've had to deal with and I've had little if any turnover time for myself. So we've done a pretty good job so far making this happen.

When we really start digging into the weeds, we're never going to affect public safety. That's the priority. We're not going to cut back. If we need to spend, if there's a major disaster or major event occurs, we'll spend those resources.

But there are other times when

you can cut back and say, hey, we really don't need this right now.

LEGISLATOR SOLAGES: You began your presentation with reference to the unfortunate and tragic and devastating events that occurred in Las Vegas, and I too also share your concern.

Although there is no credibility to the claims of ISIS and other terrorist groups, you still recognize it as terrorism, correct?

ACTING COMMISSIONER RYDER: That is what we consider domestic terrorism. Yes, sir.

LEGISLATOR SOLAGES: God forbid something like that would occur here in Nassau County, do you believe we have a sufficient number of ambulances to deal with that issue?

ACTING COMMISSIONER RYDER: Well, between the fire services -- I was there when Avianca went down and I saw the amount of ambulances that showed up and were able to handle that situation.

You always want more. You always want to be better prepared. You can learn from your last event, or other's events.

So if I had more ambulances, sure, so we would love to have more ambulances.

LEGISLATOR SOLAGES: So you do not have an adequate number of ambulances?

ACTING COMMISSIONER RYDER: No I didn't say that. Right now we have an adequate number of ambulances.

The volunteers in this county are phenomenal. When that bell rings they come pouring out. We get an overwhelming amount of support from our ambulance service from the volunteers.

LEGISLATOR SOLAGES: I do believe we have like 17 ambulances on the way?

ACTING COMMISSIONER RYDER: All of our new ambulances have -- I think there's one left that has not been turned out yet. We put them all out on the street in the last couple of months.

LEGISLATOR SOLAGES: Which means

less overtime for those ambulance drivers?

ACTING COMMISSIONER RYDER: That's correct.

LEGISLATOR SOLAGES: When I see an ambulance, when I see an accident scene, I always notice that upon the ambulance leaving the scene, there's always a police car following that ambulance.

If you can please describe the procedure or policy behind that, why is that necessary to have a police car following the ambulance.

ACTING COMMISSIONER RYDER: So our police medics that drive to the scene, they take over the aided and get in the back with the aided. When someone then has to drive, the first officer drives and the second officer will follow. This way when the officer gets to the hospital, he'll pick up that other officer when no longer needed and return him back to post so they don't wait with the ambulance while he's out of service restocking his ambulance.

LEGISLATOR SOLAGES: For the

person involved in that accident, God forbid, what is the fee for that ambulance service?

ACTING COMMISSIONER RYDER: I don't know. I can get you that.

LEGISLATOR SOLAGES: I was talking with --

ACTING COMMISSIONER RYDER: I can tell you that the cost of running the ambulance bureau is around 18, $19 million not including the vehicles a year. I believe they take in about 21, $22 million a year in revenue on average.

LEGISLATOR SOLAGES: Can't you have a self fulfilling or self funding system based on the revenue alone?

ACTING COMMISSIONER RYDER: Well, I didn't include the cost of ambulances and the --

LEGISLATOR SOLAGES: Excluding the cost of ambulances. Can you have a self-funding system based on that fee alone, that fee of course going to administration or who knows where it's going?

ACTING COMMISSIONER RYDER: I don't think we look at it that way because, again, we are not in the service of selling. We are there to protect and bring these people to the hospital. But we do go back and go after those charges from the insurance companies.

LEGISLATOR SOLAGES: Understood.

ACTING COMMISSIONER RYDER: If I may, there's a bill on the governor's desk, we don't recoup about another $7 million a year because sometimes the checks go directly to the people and when the people get that check, they don't always give it to us. There's a bill on the governor's desk, if it's signed those monies will come directly to us.

LEGISLATOR SOLAGES: That's great. I guess my last question, license plate readers, my district is on the border of New York City. They have three major highways; the Cross Island, Belt Parkway and Southern State Parkway, we would love to have LPRs on our exit and entrance.

And also at the Atlantic Bridge as well, represent Inwood, so, please, if we can push a bill or push bonding for that I would gladly appreciate it.

ACTING COMMISSIONER RYDER: Yes, sir. And Elmont is crucial in that most --a lot of them are going into the Elmont area.

LEGISLATOR SOLAGES: Thank you very much for your presentation.

CHAIRWOMAN GONSALVES: Legislator Curran.

LEGISLATOR CURRAN: Thank you very much. So, after three years of sitting through public safety budget hearings, your brevity was refreshing, so thank you.

I have a few nit-picky questions. First is, I know that our police academy trains our police officers but also the police officers that are going off to the villages. So it's good that we are hiring a lot of new officers to replace all of the ones that are leaving.

Are we concerned that some will be picked off by the villages and that we'll

have to get more?

ACTING COMMISSIONER RYDER: No. It's chosen ahead of time.

INSPECTOR WILSON: It's on the civil service list and through the application process that somebody decides that they're going in fact to join a village police department.

They come off of the one test but they can commit to a village.

ACTING COMMISSIONER RYDER: And they can pass on that village and wait for the county to hire.

INSPECTOR WILSON: Those that commit to the PD are PD members. They do not --

LEGISLATOR CURRAN: That's it. Once they're in for PD they're in for PD. That's good.

I also notice that contractual services is increasing about 28 percent. I'm wondering what kinds of contracts those are.

ACTING COMMISSIONER RYDER: Most

of this is contractual with Motorola, the new 911 system that we're taking on. That's an expense that we are absorbing now.

LEGISLATOR CURRAN: I also notice that legal contracts are increasing about half a million. How many attorneys do we have on PD staff?

ACTING COMMISSIONER RYDER: Four.

LEGISLATOR CURRAN: So I'm just wondering perhaps going forward, when looking for more savings we can bring some of those in-house if it's appropriate instead of contracting it out and spending even more money on outside contracts.

ACTING COMMISSIONER RYDER: We had, PERF is one of our contracts that we had, they're no longer with us.

So that was one of the first things that expired, we can police our own and do our own and get ourselves where we have to be, we didn't need direction.

LEGISLATOR CURRAN: Got it. Because there's a lot of expenses outside of our control such as the state is not

allowing us to borrow for pension costs as they used to. I imagine that will continue to whittle. So any time we find efficiencies I think will be very helpful.

I have a question on longevity payments. Is that reflected in the budget in salaries, in the salary line?

ACTING COMMISSIONER RYDER: So the current contractual longevity that, when they froze, they did not pick up the old, but those who had it are in this budget who have had it before. Any new going forward is not in there.

LEGISLATOR CURRAN: But, normally, just forget what happened with the wage freeze and all that, normally is that reflected in the salary line; is that where it is?

ACTING COMMISSIONER RYDER: Yes, it's a separate line on both sides.

LEGISLATOR CURRAN: Does this budget include funds for the increased longevity payments that are reflected in the MOAs that were recently in the news?

ACTING COMMISSIONER RYDER: No, it does not.

LEGISLATOR CURRAN: Have you gotten any information about the status of those?

ACTING COMMISSIONER RYDER: I have not seen the MOU.

LEGISLATOR CURRAN: Do you know if it would be retroactive if it is to go through, if the bills were to be retroactive?

ACTING COMMISSIONER RYDER: I haven't seen it so I don't want to comment on it. My understanding, from the room of mill, no, it's not retroactive. That's the best I can do.

LEGISLATOR CURRAN: That's something to work on. One second and then I'll be almost done.

Do you have an idea of what the ideal size for the police department would be?

ACTING COMMISSIONER RYDER: Right now our number is 2,500. I would like to be

at a 2,600 number. It gives us more movement in POP cops in community policing. We do have to cut because of work rules and union contracts and minimum manning staffing, we have to fill those car seats.

So when we fight overtime battles like we're doing now and trying to get them down, if we don't have those cops to fill those we have to make the overtime, so we pull back from other resources.

But a comfortable number would be much more would be the 2,600 number than the 2,500 number we're living with.

LEGISLATOR CURRAN: I imagine it would be helpful to keep that consistent that number so when retirees go we have enough backfilling so that there is consistency in all of it.

I also came across something that was curious to me, an item for police union legal fees; do you know what that's for?

ACTING COMMISSIONER RYDER: Can you answer that?

INSPECTOR WILSON: It's

contractual for the PBA.

ACTING COMMISSIONER RYDER: It's contractual that goes back both to the unions for their attorney expenses that's agreed upon in some contracts some time back.

LEGISLATOR CURRAN: All right. Then just back to those MOAs, you have not gotten any kind of official word whether it's happening?

ACTING COMMISSIONER RYDER: No, I have not. Not seen it, not commented on it, not conferred about it. Nothing.

LEGISLATOR CURRAN: Thank you.

LEGISLATOR BYNOE: Good evening. How are you?

ACTING COMMISSIONER RYDER: Very well. Thank you so far.

LEGISLATOR BYNOE: I share her sentiments as well but I will also leave that topic as well to discuss with you.

Thank you for a very clear and concise presentation it was very, very well thought out and presented.

I have a couple of questions. First you mentioned PERF. Did we ever get the report from PERF, the final report?

ACTING COMMISSIONER RYDER: Yes, we did. We had the final report it went back for some edits. It may be back. It's not back yet.

LEGISLATOR BYNOE: We, as a body will see that?

ACTING COMMISSIONER RYDER: Yes.

LEGISLATOR BYNOE: Look forward to that. Thank you.

Public safety officers, can you tell me how they factor into policing and with the hierarchy, their leadership?

ACTING COMMISSIONER RYDER: Public safety officers are a huge factor for us. Again, their job is just as important as ours, but their salaries are a lot less than ours.

So when the fill positions of -- as Mr. Bebe does here out in the parking lot or someone at the front desk of the Department of Social Service, or down in the

traffic violations area, these are important functions that they go in there. They're more of the first alert, first responders, as explained to me the other day in a meeting, is that they're really the first people that they see. As you come in through the front door every day.

So they're important to us and we should continue to keep them and obviously we need to hire more of them.

LEGISLATOR BYNOE: Is that reflected in this budget?

ACTING COMMISSIONER RYDER: They already have a head count. I believe we are short nine in the head count. Yes, it's in the budget.

LEGISLATOR BYNOE: So they're included. Are those all officers or higher ranking officials?

INSPECTOR WILSON: We have a PRF of 8, PSO ones, as well as promotions are in the works for PSO 2, 3 and 4.

LEGISLATOR BYNOE: Very good. Thank you. So the Marine Bureau, I'm

interested to know how many officers are in that bureau?

ACTING COMMISSIONER RYDER: We had 35 and, then what happened is, after the summer ends we send some back because the need is not the same after the summer.

LEGISLATOR BYNOE: Thank you and I have questions about training. Within the academy, I know that there is a mental health component that's being offered and I believe we moved toward an evidence-based mental health first aid training and we're working I guess with human services to provide that training. I know that's for every cadet or every trainee that's coming out of the academy.

Will there be a time when we start to incorporate that training four our officers, our officers with more longevity and longer tenure, and public safety officers as you said yourself, they are at the front lines along with auxiliary police officers?

ACTING COMMISSIONER RYDER: That

is one of the components of the training officer that I want to bring in.

Union contractual, I can't pull them off the road unless I'm backfilling that car.

But if I get to an agreement with the union allowing me to pull in for two trains or four hour blocks, we can start to train people on the fly and keep them more up to speed in situations like that.

LEGISLATOR BYNOE: Excellent. So I would like to also close by thanking you because Westbury, actually the New Cassel auxiliary did not have a car, and now they have a car.

I met with them recently, informally, ran into them, they are very happy and they've been on patrol and very helpful I believe in certain situations in supplementing some of the policing that happens there.

ACTING COMMISSIONER RYDER: They've been great.

LEGISLATOR BYNOE: I appreciate

it. Thank you very much.

LEGISLATOR BIRNBAUM: Good evening. I think what my colleagues were referring to was that in every opportunity whenever your predecessor was here, I had to ask the question, what about our Sixth Precinct.

So I appreciate your thorough presentation and I specifically liked hearing about improved morale, improved cleanups of buildings, respect, being respectful to the community.

My constituency, of course, is anxiously awaiting the opening of the Sixth Precinct. I believe there have been improvements in the physical building itself, and I know you are talking about decreasing overtime.

I never truly understood or learned whether the combination, the merging of the two precincts was a major cost savings to the county, which I don't believe it has been.

Could you please address what may

be happening?

ACTING COMMISSIONER RYDER: So when the merger occurred, there was a savings. Not everybody sees that savings. When you have 177 patrol cars out there, not one of them was removed from post, as we all though that.

Inside the building you had managerial positions and clerical positions that were merged with the Third Precinct. Then with overtime, things started to change backwards and stuff.

So without a doubt there was a savings, but also you can't put a price sometimes on what a community feels about their precinct.

There's not one person that sits here in a blue uniform today that would say they wanted to close the Sixth Precinct.

What we do know, at the time, there were constraints put in and mergers to occur.

I have been instructed by the county Executive to start getting the

building back into shape.

The highway guys have been there. So there is a capital project on the back parking lot. We already started construction down in the old detective area downstairs the flooring has been repaired, some ceiling and painting has been going on as we speak.

We are estimated out what it is to fix the upper desk area so it's more inviting when the public comes back in and we put the cell doors back on the cells. So they are back on as of last week.

So we are moving in that direction. Obviously that will be the decision of the next County Executive whether to open it or not.

I think the people behind me will agree we would like to see it open.

LEGISLATOR BIRNBAUM: Commissioner, simply, thank you.

CHAIRWOMAN GONSALVES: Legislator Drucker.

LEGISLATOR DRUCKER: Thank you.

Clearly one of the disadvantages of going last is that all the questions have been asked and answered already.

But I just wanted to join the chorus of my colleagues on the Legislature in commending you on your presentation and applauding really a very noticeable change in your department since you have come aboard. I thank you for that.

I just want to -- I mean, my interaction with you personally, and your interaction with my office over the past few months has been absolutely fantastic and the line of communication is very reassuring and confident and inspiring to me.

But one of my last comments is, particularly my own personal concern and in district the rash of incidents of anti-Semitism and graffiti and hate fueled incidents, and obviously what has happened in Las Vegas today of course is an egregious example.

I want to make sure, has that rash of increase in anti-Semitism and those

acts of graffiti and hatred, has that impacted your budget at all? Has it affected the way you redeploy or allocate your resources?

ACTING COMMISSIONER RYDER: So it has not affected our budget. It's not like we had to add more cops into auto certain area. We move more cost into a certain area. We move more cops into a certain area when we have certain problems.

I received numerous calls from multiple rabbis over the last couple of weeks, the last two weeks regarding the high holy days because of the presence they have seen. Again, I give the credit to the people behind me because better they're moving them into the right spots.

So it doesn't affect our budget, but it affects us personally. We all don't like and want to see any of that kind of activity.

Our number one concern is obviously our security. You've seen it here. I have increased the security here.

One of the first things I did.

Because you can't sit as a Legislative body and have people come up and be argumentative and all we have is someone who wants to make a statement that day.

That's why you see two BSO officers that now attend here along with the uniformed officers who are scanning the bags.

So we take it very serious. We have every single bias incident sits at the level of the chief of detectives. It goes right to Inspector Studdard who runs that and handles those cases.

First you will see a cop and then a squad guy and then a special investigations unit takes control over that.

The reason they take control is because many times it's not a one time incident. It's a pattern. We then monitor that patter both through social media and open source to make sure we can get ahead of it and prevent it from happening again.

But, again, a lot of times the

cooperation with the schools is imperative and we do get good cooperation with our schools.

LEGISLATOR DRUCKER: I certainly can attest to the fact that your level of commitment in fighting this problem has been very very strong and I appreciate it. But the comments that I get from residents in my district is that they want the police department to be proactive rather than reactive. Quite frankly, perception does become reality. Like was mentioned here in this building alone.

When you have the perception of police involved in police presence, it does reassure people in a lot of ways.

My last question concerns the budget. Just one question I had.

With respect to equipment, in 2016 it says equipment cost was $346,000 and then in 2017 $856,000, and now the proposed 2018 is $980,000. Can you explain that tremendous increase?

ACTING COMMISSIONER RYDER: Every

time we start buying vehicles, every time we start specialty vehicles, every time replacing the cars that had 140, 150, 200,000 miles on them, you're seeing more and more of the new cars out there, again, thank you to this body for that.

So license plate readers, technology, everything goes up. We don't, again, put it out, it goes out to bid through purchasing. It comes back and we get what we get.

But we look to make sure we can give back that equipment. If I ride my car for 200,000 miles and replace it with a new one and that's the car I'm giving to the poor auxiliary guy. So we're trying to flip them things faster so they can get a better quality car. That's the nature of the beast when it comes to cost.

LEGISLATOR DRUCKER: It's probably at least a 100 percent increase.

ACTING COMMISSIONER RYDER: I can tell this. One of the things we never had in the police department and we're starting

to institute is a quarter master type style where, if there is something on the shelf it's got to get off the shelf and put on the street. If we pay for it we got to use it.

I told all my people, you spend the money like it's your own and treat the people like they're your family and we'll do fine. That's the way they're doing it. They're doing a great job with it every day.

We get those items off the shelf and we put them out to work. We don't buy things anymore that we're not going to use. You're not going to see silly expenses come from this agency right now.

LEGISLATOR DRUCKER: Thank you very much, Commissioner.

CHAIRWOMAN GONSALVES: Legislator Curran and then I have two here who wish to speak.

LEGISLATOR CURRAN: Thank you. So the department currently has 26 fewer members of the SOA than was budgeted.

I'm curious to know if you've seen the practical effects of this deficit?

ACTING COMMISSIONER RYDER: So we have less due to recent retirements as we know. So, what we've done is, we're moving supervisors around. We moved a lot of our upper management around as you saw in that savings that I showed and putting them back into places.

So when I closed down the Office of Quality Assurance and moved their duties into someone else, I put those people back into the workforce, internal affairs, MAO, wherever they were needed. The inspectors from the night platoon, they went now, wherever they are needed. We've been okay but we do need to bring our numbers back. But if you move one, you got to move somebody else. That cost a number. So we try to do what's going to cost the least.

LEGISLATOR CURRAN: Right. And it takes time to bring people up the ranks for obvious reasons.

I notice that this budget provides nine fewer SOA officers than the current budget.

Is that a number that you're comfortable with to get done what has to be done and has the supervision that needs to be done?

ACTING COMMISSIONER RYDER: No. We're at 365 right now and the number you are showing 358 for '18?

LEGISLATOR CURRAN: Yes.

ACTING COMMISSIONER RYDER: We can work and re-manage the way we're doing it now.

LEGISLATOR CURRAN: That gives you enough wiggle room.

ACTING COMMISSIONER RYDER: But if you look at most of those cost savings, they were mostly supervisors that were moved around.

LEGISLATOR CURRAN: Thank you.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: I will be brief. It's a long night. I just want to go back. I remember when I was in your classes, civilian police academy. You were

a good instructor then and now police commissioner.

But I know that one of the things that you did stress is properly -- aside from training the officers, but also giving them the tools that they need to do their jobs.

I know that one of the pieces of equipment that the officers can use are tasers which can be employed.

It is my understanding and, correct me if I'm wrong, not all of our officers on patrol have tasers. Is that true? If it is, are we planning on providing them for everybody?

ACTING COMMISSIONER RYDER: We are providing them. We have more that have been purchased. All the young officers that come out and that have been trained are out with a taser, so those 500 officers that you talked about will have them.

All supervisors have them. We recently just deployed them into DT detective squads so they can take them out

when they go out.

We put them believe it or not into Marine Bureau, put them into gang unit has them now. So we are putting more and more out. Again, there is a cost to train them to get them. We want to get there because we believe in de-escalation of force of tasers is a great tool that we should be using more and more.

LEGISLATOR FORD: So you said that even your senior patrol officers will eventually get trained and be equipped with it?

ACTING COMMISSIONER RYDER: Absolutely.

LEGISLATOR FORD: Are you looking like within the next year or six months?

ACTING COMMISSIONER RYDER: I'm sure by the next six months we'll have everybody done and trained.

LEGISLATOR FORD: Thank you.

CHAIRWOMAN GONSALVES: Legislator Walker.

LEGISLATOR WALKER: And that

would be something that the training officers could work on?

ACTING COMMISSIONER RYDER: In those types of trainings they would have to go back to the academy, they do it when they go for the range training for firearms.

LEGISLATOR WALKER: My other comment was, we speak about education with the drugs and bringing it down to where younger children are but even educating our public, I know we've had a rash of -- it seems like car break-ins in our community.

Often times the car is just rummaged through and nothing is taken, I guess they're looking for loose change. Sometimes people have things of value in the car that are left there. So often people don't even reach out to the police department.

Would it be beneficial to all of you, for us to make sure we share when we're at community meetings or whatever to let our residents know that they should still call, let you know that their car was broken into.

Sometimes you find out that there were six other cars on the block and maybe on another block. Then you realize somehow there is activity taking place in a specific are that you might not know?

ACTING COMMISSIONER RYDER: So if I can beg all of you to speak to your communities and ask them to lock their cars and 90 percent of the cars are open, very few get broken into.

I hate saying that as the law and order guy to lock your car because you should be comfortable in your community not to, but with you opioid epidemic, that's what they're looking for. They are looking for five bucks to get high. They're going through six or seven cars to get them through tomorrow.

We do a good job to coordinate our top offenders and create the profiles to push to a cop and say, Johnny, who has overdosed six times and has been arrested for cocaine or heroin, lives right in the middle of that little pocket of crime.

That's where we start to focus on.

We look to see what they pawn and through the pawn database. That's how we go after them. But if people just lock their cars it would bring my numbers way down.

LEGISLATOR WALKER: Thank you. Thank you again for a wonderful presentation. Thank all of the officers behind you and thank you for being here at our beck and call.

CHAIRWOMAN GONSALVES: I believe I have one more legislator that wants to comment. Legislator Rhoads.

LEGISLATOR RHOADS: Thank you very much, Madam Presiding Officer.

Commissioner Ryder, how are you this evening?

ACTING COMMISSIONER RYDER: Very good.

LEGISLATOR RHOADS: By the way, I want to congratulate you because there aren't a lot of things that we both sides of the aisle agree on, but the one thing I think you have heard is a general agreement

that we are thrilled with the job you are doing as commissioner.

I want to thank you for your proactive approach and I want to thank you for, as Legislator Drucker said, the lines of communication being wide open. Your office has been a pleasure to deal with. We very much appreciate that.

I want to go back to the Marine Bureau and specifically NIFA's recommendation with respect to the elimination of the Marine Bureau.

What is the back up plan if there is no Marine Bureau?

ACTING COMMISSIONER RYDER: I don't have a back up plan. That's the first time I've said that.

If you took away our boats I can only swim so far. And ambulances don't float. We have to have a Marine Bureau.

It just cannot be taken away from us. We work very hard, our Marine Bureau guys work very hard to give us back more and work with us on certain things.

Again, a credit to our patrol division to keep them doing the right thing and they are the only presence out there on the water.

I know you have your town constables and stuff, but the truth of the matter is, even they look for us. They're looking for the police department to come in, and I couldn't give you a back up plan. I really couldn't. I would like to say, hey, Coast Guard take over, but they're not going to do it for us.

LEGISLATOR RHOADS: The reality is, the Coast Guard is never going to be able to reach some places that the Marine Bureau can reach in the amount of time or as quickly as our Marine Bureau would be able to. I'm sure you would agree with that.

ACTING COMMISSIONER RYDER: Yes.

LEGISLATOR RHOADS: And even with respect to the volunteer fire departments, some of which actually have their own Marine units; there are some situations that the Marine Bureau encounters that fire

departments aren't equipped to handle, correct?

ACTING COMMISSIONER RYDER: And some of the volunteer fire departments have a problem getting ambulances out now in the middle of the night because these volunteers have to work. They have jobs they have to go to and they do such a great job for us in the county.

So you can't ask a volunteer fireman to jump in his boat and say, hey, come on out, like in Wantagh at three o'clock in the morning. By the time they get there and get the boat started and warmed up and get it out, the rescue is over. It's now we're looking for the body. That's why the Marine Bureau is out there on our patrols out there doing the right thing.

LEGISLATOR RHOADS: Absolutely. And I'm sure as you've indicated, you would agree that maintaining the Marine Bureau is absolutely necessary as a public safety item to protect the boating residents of Nassau County.

Just turning if you wouldn't mind to NIFA's proposals with respect to our police ambulance bureau and the idea of privatizing police ambulances.

I'm sure you would agree that our fire departments do and you've indicated it already, our fire departments do a tremendous job of picking up some of the emergency calls, rescue calls, that would normally be handled by our police ambulances.

But, the reality is, you have several departments as you just alluded to that are facing increasing pressures.

You have several that have made the decision to opt out of the 911 system and aren't able to provide us with that assistance.

You have at least one department that has toyed with the idea -- over the last couple of months that was debating not running rescue calls at all, which would increase the burden not decrease the burden on our police ambulance bureau.

Can you speak to what would happen if we wound up either trying to reduce the size of the ambulance bureau or perhaps eliminating it entirely?

ACTING COMMISSIONER RYDER: I can put it to you this way, if a Nassau County cop got shot and is lying in the street, they want to look up and see their police medic from Nassau County. They're the best trained in the country. They do their with passion.

They worked with us that night I told you about those young cops around the car. This police medic jumped out and said, everybody okay, anybody need anything? Is everybody all right? He's not carrying a gun. But he's out there making sure his cops, he referred to them as "his cops" are okay.

So they're some of the best you're going to get. I'm not going to knock the agency that may come in and take over services but I will tell you this, if I'm on that street, I want to see that Nassau

County Police medic looking down at me.

LEGISLATOR RHOADS: No question about it. With respect to the ambulance bureau, obviously the ambulance bureau charges for the services that they provide. I think under the circumstances we only charge the people that actually have insurance to be able to pay for it. It's not as though if someone doesn't have insurance we're actually going out and serving them with collection notices.

But ambulance bureau actually is a money-maker, a source of revenue for the county; would you agree?

ACTING COMMISSIONER RYDER: As I said earlier, they take in about 22, $25 million a year. We're probably short about $8 million because when people get that check at home, some will say, no, this is for Patti, not going to the county, and they keep it.

We try to go after it but we don't recoup nearly what we should. If the bill is passed on the governor's desk then

we can then directly get that check to the county, that money will go up five to $8 million more.

LEGISLATOR RHOADS: So, as a revenue generator though, it would be beneficial to the county theoretically, obviously to at lease maintain the numbers of ambulances that we have if not increase them as opposed to decreasing them?

ACTING COMMISSIONER RYDER: You don't want to decrease them, absolutely not.

LEGISLATOR RHOADS: I appreciate it. Thank you very much, Commissioner.

CHAIRWOMAN GONSALVES: Thank you, Commissioner. Thank you to your staff as well. Thank you for a very comprehensive presentation and your willingness to answer every question no matter how difficult it may be.

ACTING COMMISSIONER RYDER: It's my job.

CHAIRWOMAN GONSALVES: I know it's your job and all I can say is I know the department very well. I've been with

them for a long, long time, maybe as long as you, not quite, 1984.

ACTING COMMISSIONER RYDER: That's exactly when I came on, '84.

CHAIRWOMAN GONSALVES: So we are even. I thank them as well and I sit out there and I say okay, you have a great staff and I know that you will continue to do what is right for this county.

God bless you and God bless everyone on your behalf.

ACTING COMMISSIONER RYDER: Thank you and good night.

CHAIRWOMAN GONSALVES: At this point we now have the Sheriff's Office to make their presentation. With us tonight we have Sheriff Michael Sposato and I believe you have someone with you?

SHERIFF SPOSATO: Narda Hall, my budget director.

CHAIRWOMAN GONSALVES: Okay. Good evening, Sheriff. I know the hour is late, but we knew it would be because the time of the hearing at five o'clock. So,

welcome, and it's your turn.

SHERIFF SPOSATO: Presiding Officer Gonsalves and Minority Leader Abrahams and County Legislators, thank you for providing me the opportunity before you today. This is my 11th year presenting the sheriff's department budget.

With me today is Deputy County Executive Chuck Robando, Public Safety, and my Budget Director, Narda Hall.

Based on our information I have received from the county finance staff, I'm confident that the sheriff's department will finish within its allotted budget for '17.

The 2018 proposed budget is $160.2 million which reflects an increase of $12.8 million or 8.7 percent increase from the 2017 adopted budget of 147 and a half million.

The $160 million represents salary wages and fees, 73.9 percent; worker's comp 6.13 percent; and contractual expenses 16.58 percent; and equipment .13 percent.

The proposed increase is primarily due to two main factors; overtime and contractual health services.

Although the '17 budget compared to the '18 proposed budget is increased $5.5 million in overtime, the increase is a result of the decrease in the head count of the correction officers union which was 55 officers in 2016 and 38 in 2017.

This is offset by the salary line savings of $3.3 million and I just had a class of 28 correction officers on that were deployed last week which will save another $515,000 by the end of the year.

My total number down is 55 COBA members between '16 and '17 which, if they were on board, is approximately about $5 million in savings if I had them towards the overtime line.

Right now I have been working with our civil service and the police department to try to put one more class on of 30 to 40 by the end of this year and try to get two more classes of 25 each for 2018.

Because my COBA head count is as low it's been in a long time.

As far as the health contract, the proposed 2008 contract cost for inmate healthcare is increasing by $9.4 million or 54 percent from the 2017 adopted budget. This is primarily due to Nassau Healthcare Corp which reflects the new pricing of $21 million allocated for the 2018 fiscal year. The contract commenced on September 1st of '17 and terminates on August 31st of '19.

In September of '17 date, the correctional center paid $1.7 million to the NHCC for expenses from September, which is part of their 2017 contract of seven million through December.

In 2017, the correctional center paid year to date $9.8 million in an outpatient billing to Armor Healthcare. The Armor contract was extended through August of '17 and the correctional center paid $4.4 million in three monthly payments as follows; $1.5 million in June, $1.6 million in July; and $1.7 million in August.

The $4.2 million represents as pass-through expenses to GDF Suez Energy for the correctional center's use of chilled water, air conditioning, steam and heat.

As far as workmen's compensation and the proposed 2018 budget is $9.8 million. It's a three percent decrease from the 2017 adopted budget. This is due to reduced medical and indemnity payment that is offset by a rise in disability payments.

Under my equipment line, 2018 proposed budget is $208,900 which reflects an increase of the '17 budget of $32,608. The $176,292 or basically a 540 percent increase is primarily due to certain expenditures that were reclassified or disallowed in addition to the cost increase in heavy duty equipment, safety and security and miscellaneous equipment.

On my revenue line, the overall 2018 proposed revenue budget decrease of $7,125,000 to $6,899,000, a difference of $226,000, 3.2 percent when compared to '17. This is due merely reduction of my expected

revenue from federal inmates to be housed at the jail from 35 to 30; a difference of $301,000. The decrease fee revenue from enforcement of court orders and warrants from evictions and arrests of $1.7 million to 1.5; that's a difference of $200,000.

All other revenue sources except for that is expected to remain unchanged.

Just a couple of things as far as COBA. I believe the COBA union is here from last year's budget hearing. They were looking for vehicles, we received 26 vehicles. On bulletproof vests, we've received 300 bulletproof vests. We've ordered 650 stab resistant vests.

All of our hand scanners and walk through scanners are in and deployed. We ordered four of these boss chairs that you sit in for security. We also made an arrangement with the union with the county as far as putting on for the first time a full time cert team. I haven't implemented that yet due to the fact that we are so below in our head count, I just can't take

the people out right now to put it into that.

Based on that, that's a quick overview of my budget and any questions you will have for me.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just want you to take me through the classes you have coming through.

Do you have a class now in the academy?

SHERIFF SPOSATO: I don't. We just graduated 28. They were deployed September 25th.

We sent out about 100 letters and we're starting to do backgrounds, the police department, civil service are going to start doing backgrounds.

We lose a lot of people based on the investigations or they take other jobs in the meantime. So I'm hoping to get maybe 30 or 40 out of that before the end of this year. Then, in 2018, just to try to get to

the budget number, if we possibly can, I think we would need two classes to get go into. '18.

LEGISLATOR NICOLELLO: How does it take, the academy take?

SHERIFF SPOSATO: It varies between 11 and 13 weeks.

LEGISLATOR NICOLELLO: Are there limitations at the academy in terms of the numbers they can process at any given time?

SHERIFF SPOSATO: We normally do classes of 25. This time we did 28. I actually expedited the class this time, them work on Saturdays so it was overtime. But we got them out in eight and a half weeks instead of the 11, 13.

LEGISLATOR NICOLELLO: As these classes come through, do you expect an improvement in the amount of overtime?

SHERIFF SPOSATO: Yes. That's the main reason -- our head count is about 55 completely down, even after the 28 from last year.

LEGISLATOR NICOLELLO: So it's

even after the 28.

SHERIFF SPOSATO: After the 28 we are still down 55 heads in COBA from last year.

LEGISLATOR NICOLELLO: You need the two extra classes then next year?

SHERIFF SPOSATO: I'm hoping to get 35 or 40 in this year but before the end of the year, and at least another 50 next year between two classes, not counting the attrition we are going to have.

We just can't hire as fast as the police department because we don't have as many people on the lists. It takes a us a little longer to get the classes going.

LEGISLATOR NICOLELLO: This is not directly budget, but capital improvements in the jail, do you have any projects in the works for improving the physical infrastructure?

SHERIFF SPOSATO: We did completely three brand new elevators. We worked on every other one, that they're all working. This Legislature approved, I

forget two or three months ago, I think a million and a half to approve every single HVAC, the thing on all the roofs, that's one of the major things that you guys approved capital for. The company is in the process of ordering all the machines and starting to do that work.

LEGISLATOR NICOLELLO: Is there a plan that you have in place in terms of ongoing capital improvements to the jail facility?

SHERIFF SPOSATO: The major ones were the elevators and the roof, some leaks we had, but, beside that, we do have to have some work in one of our older buildings, the B building, but I don't really have a plan today to go over with you.

LEGISLATOR NICOLELLO: Do you have a plan to start developing that?

I'm told that the infrastructure is starting to show its age.

SHERIFF SPOSATO: Even in our newest building which opened up in '92, the other one in 1950, so we are still using

these buildings. They do need just the updating.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: Good evening. Just piggybacking on with the capital improvements; renovating and fixing up the areas showing signs of wear. Are there any plans for you to expand into any of the unused areas of the jail?

SHERIFF SPOSATO: Well, we had a satellite building, just a couple of things I just thought of right now.

We did meet with DPW, with Chief Deputy County Executive Rob Walker and we put a plan forward. I don't know if it was brought to the leg, for about ten $11 million about six months ago. That would be replacing a lot of the windows and a lot of the other things in that old building.

But, based on what you're saying, we have a satellite closed that we closed because we had an inmate population that's

been reduced.

We closed that with the state, it's an area that we had but they're all dormitory. It doesn't work for our maximum facility and we have the A building which is a building that has been closed for a long time; one is completely would have to be gutted and renovated. One we did renovate a little where we film our movies. But it would still need a lot of new locking devices. That would take millions of dollars to renovate.

LEGISLATOR FORD: But I know -- considering that you're saying the inmate population is down, I think one of the issues that you may be facing is that the number of various gangs that are now -- end up becoming inmates in the jail. And trying to keep them basically separated as best you can, not only for the safety of the other inmates but for the officers that patrol.

So at least look at that, I know that is an issue and causes great concern for the people working there.

With this incentive that was given, I don't think it was offered to you, SHOWA members, but for the CSEA members did you lose any people to the incentive?

SHERIFF SPOSATO: We lost four clerks up in my civil enforcement division in Mineola and two over at the jail in my human resources unit.

LEGISLATOR FORD: So only six total. Then you're going to backfill them?

SHERIFF SPOSATO: Yes.

LEGISLATOR FORD: So I'm going to go back because I think this is every year I ask the same thing, but I found out we really may not have it and I hope I'm saying this right, but with the body alarms, the safety equipment for the officers to use and to protect themselves while they're working in the jail, where are we with that?

SHERIFF SPOSATO: Again, we put in, I think this is about the hand held ones, this was in the budget maybe five or six years ago, we replaced all the radios with a new radio that has a little button on

there that you press if you want to hit an alarm.

We haven't even been in any discussions with actually having hand held body alarms.

LEGISLATOR FORD: I don't work there so I don't know, but my question then would be, I guess I will ask the union whether or not that that is something that would be something that would be beneficial to the officers or is that the optimal piece of equipment they should have on them. Considering that -- my concern, and I'm just as a civilian looking at this, if an officer is in distress, how does he -- if he has to push a button or something like that or hand held I don't know. I would think there might be -- I don't know if that's something that employed by jails throughout the United States, or is there something else that might be better for the officers to have, so that no matter what happens, somebody can be alerted that an officer is down.

SHERIFF SPOSATO: We have a

couple of different things. We have the hand held radios which have the alarm on it. When the officers do their patrols, there's a key you turn one for patrol once. We have staff in the bubble. I'm sure they'll tell you -- it's not something that has been in the budget for years. But we can look into it.

LEGISLATOR FORD: But I thought it was. Maybe I'm wrong.

SHERIFF SPOSATO: You're not off. Years ago we had a jail master plan, maybe 2010 we had a jail master plan that had body alarms.

LEGISLATOR FORD: It was something that they would wear?

SHERIFF SPOSATO: We had them for years. We had them, it was like a little pager it looked like. But then we put it in the plan. One company went out of business, and one company couldn't do it. It's not all on the companies, it's just that at that point we used the money for other issues. It hasn't been -- I want to say at least

more than probably five or six years it hasn't been in the budget.

LEGISLATOR FORD: I'm hoping that we are going to see it in the budget and I don't have to ask this question again next year. Thank you very much.

CHAIRWOMAN GONSALVES: Legislator MacKenzie.

LEGISLATOR MACKENZIE: Just a few quick questions. A few of the items have been ones that have ongoing concerns from the correction officers including the stab resistant vests and the 300 vests themselves that you mentioned.

Can you give us a little more detail on their status? I think you said the stab proof vests are ordered, but maybe a little detail on what means.

SHERIFF SPOSATO: Two things. We've always had only the regular bullet proof vests. So we ordered all brand new ones. Every single unit that wears, it's transportation, the outside posts. All those are in.

We made an arrangement, the county and Brian Sullivan from COBA we offered them to the stab resistant vests that they'll wear under their shirt. Those are ordered. I don't know exactly in the process where they are. I will get back to you on that.

But the people that have them, the stab resistants are for inside the jail. The ones outside and driving around, everyone has a brand new vest.

LEGISLATOR MACKENZIE: Then likewise, if you can give us a little more detail, what type of head count do you need to have the cert team up and running because that's been a concern of the officers as well?

SHERIFF SPOSATO: Basically, in my opinion, if we can get to the -- we made an agreement with the union that we were going to do it when this last class graduated.

But even if you ask the union, the head count is so down. We don't have

enough. We're ordering everyone. They can't work the hours that we have now in with the posts we have now due to the head count being so low.

So I met with Brian Sullivan and we have agreed -- I want to give it to them, we have agreed to it, but, I don't know, maybe the next two classes. We have been pushing it back a little bit. As long as we can fill the posts. It's a good idea. We made the agreement so they're going to have it. It's just a matter of when.

LEGISLATOR MACKENZIE: One more quick question. The jail doesn't undergo any type of normal review by engineers, DPW, or otherwise in terms of like a five or ten year capital plan in terms of maintenance?

SHERIFF SPOSATO: We have maintenance staff that are there if there is something major that I will come to the county and then DPW will come in.

DPW came in a few times with the roofs, the air conditioners on the roofs. When they sent out the booklet of all these

things that were wrong, DPW came in and I brought them tours and I walked them around and they had their engineers look at things that they think need to be fixed. That's something that we actually were talking about in the capital plan.

LEGISLATOR MACKENZIE: Thank you.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: How are you?

SHERIFF SPOSATO: How are you?

LEGISLATOR DERIGGI-WHITTON:

SHERIFF SPOSATO: I have first a question about what you were talking about with the number of inmates that you have staffed. I see that your projection does show a decrease.

Just looking at the few years I have here, just recently, it seems like they were on the increase, like total admission in 2015 was 8,300, total admission 2016 was 8,900.

SHERIFF SPOSATO: I'm sorry, what

are you reading?

LEGISLATOR DERIGGI-WHITTON: It's our report. The annual population.

SHERIFF SPOSATO: You might be looking for the year.

LEGISLATOR DERIGGI-WHITTON: Right. But I'm just saying the numbers seem to be going up and then from budgeting from 2017 to 2018 it seems to go down.

I'm just wondering why you think we're going to have a decrease in the number of inmates especially with everything going on with heroin and all.

SHERIFF SPOSATO: I didn't say we're having a decrease in inmates. I'm just not sure.

LEGISLATOR DERIGGI-WHITTON: I thought when Legislator Ford was mentioning the population is going down, and that's what this chart shows as well.

SHERIFF SPOSATO: The amount of inmates that come in varies because of the length of stay. Most of our inmates leave within ten days to 20 days. So that number

that you're reading, total for the year. I mean, it could Be going up and down but I'm not basing, because I would have to actually close or open a housing area based on it.

LEGISLATOR DERIGGI-WHITTON: Did I misunderstand before, did you say the population was going down?

SHERIFF SPOSATO: For COBA. As far as consolidation to open up something new.

LEGISLATOR DERIGGI-WHITTON: Okay. Because even here, I don't understand, it says Nassau County inmates from 2017 is 1,158 and for 2018 you are projecting 1,118. I don't know. I can't see why that would be the trend.

SHERIFF SPOSATO: I don't project inmate count. So I don't know what you're reading. I project correctional but not inmate count.

LEGISLATOR DERIGGI-WHITTON: Do you have this report? It was reported by the OLBR but I'm sure that the numbers came from -- Maurice, do you know where these

numbers came from?

SHERIFF SPOSATO: Do you know what page it is?

LEGISLATOR DERIGGI-WHITTON: Page 21. I think it's referring to FY '18 budget. I don't know. These are the numbers presented to us. I'm wondering why there would be a decrease.

SHERIFF SPOSATO: Are you looking at the last column?

LEGISLATOR DERIGGI-WHITTON: The projected for 2018. All decreasing. Again, it just kind of goes against what I think would be the trend with all the opioid issues we're having.

SHERIFF SPOSATO: I have no idea where there's a decrease in the main population. That didn't come from me.

LEGISLATOR DERIGGI-WHITTON: So you don't know where these numbers came from?

SHERIFF SPOSATO: I know the report but inmate, it would be the head count of inmates come up and down based on

every single day. I don't project inmate head count. I can tell you what the trend has been but I don't know about --

LEGISLATOR DERIGGI-WHITTON: Well, usually that's what we go by, a trend, and then it seems to turn around.

SHERIFF SPOSATO: It's 30 inmates. It wouldn't even be a full housing area as far as the inmate housing areas at the jail.

LEGISLATOR DERIGGI-WHITTON: It says Nassau County inmates at the bottom line and it goes from -- there's just a brief decrease, but I'm just wondering why you would project a decrease with everything going on right now.

SHERIFF SPOSATO: This is not my report.

LEGISLATOR DERIGGI-WHITTON: Okay. So I'm not exactly sure where these numbers came from.

SHERIFF SPOSATO: It's a small decrease which is less than one of my housing areas. I just don't know --

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LEGISLATOR DERIGGI-WHITTON: Right. But just as far as expense goes and all, I would think numbers would be going up with everything with having going on with the opioids. No? All right.

So switching from there, can you give us the status where we are with the medical services as far as Armor and switching over? Status as far as capital changes that had to be made and anything with the ambulances? Transferring inmates, do you know where we are adapting to that change?

SHERIFF SPOSATO: I just don't understand your question.

LEGISLATOR DERIGGI-WHITTON: Where are we with basically with the implementation of the new medical service now that Armor is leaving? Are you ready?

SHERIFF SPOSATO: I got to tell you, I honestly think that NUMC has come in. I think they have done a great job.

They are not at their full staffing yet, they are in the process of it.

Obviously they went into the union employees now, but they're working hard. They're bringing a lot of good people on. They're changing some things. It's very early. It only started within the month.

LEGISLATOR DERIGGI-WHITTON: Have you been working closely with them as far as I know they had a couple of issues with an MRI machine, do you do you know if that was resolved?

MR. ROBANDO: In the process of purchasing a new MRI machine.

LEGISLATOR DERIGGI-WHITTON: And they were debating as to what level T1, T3, do you know if that was resolved?

MR. ROBANDO: I think that's all been resolved. Just so you know, the head count right now, they are projected -- I think the projection was 144.8. They're at 128 right now. Civil service working very closely with us to putting people through. I'm very happy with that number. We got to that very quickly because we didn't really start until late union with the hirings.

SHERIFF SPOSATO: Just one more thing, and I wasn't here for the presentation of when they got the contract, I believe that there was like a $10 million capital plan amount. I believe that. I'm not sure. That's a lot of the stuff that they would do.

LEGISLATOR DERIGGI-WHITTON: A little less but right around there.

MR. ROBANDO: Actually 12.2 but we only voted on one part of it. Left out construction in the NUMC hospital.

LEGISLATOR DERIGGI-WHITTON: Do you know how that's coming?

MR. ROBANDO: They're in the process of procuring all the equipment they needed that was on the budget approved by the budget by you guys.

LEGISLATOR DERIGGI-WHITTON: If you could keep up apprised of that. And as far as transporting the inmates, I know that was a concern also with the union. I know that is going to take up more time for the correction officers.

MR. ROBANDO: Well, most of the inmate health care is now on-site. So everybody has to go over that was going over there before anyway. So that hasn't changed.

LEGISLATOR DERIGGI-WHITTON: Just pull the mike closer to you.

MR. ROBANDO: In other words, inmate health care now is on-site. So anybody that has to be transported over to the hospital because they can't be treated inside hasn't changed because we are doing that before, bringing them over to NUMC. So that was smooth transition.

LEGISLATOR DERIGGI-WHITTON: But you are going to have most likely being transferred?

MR. ROBANDO: Not necessarily.

LEGISLATOR DERIGGI-WHITTON: So you're still going to treat some inmates on site?

MR. ROBANDO: Whoever could be treated on on-site will be. Whoever needs to be transported to the hospital will be.

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LEGISLATOR DERIGGI-WHITTON: So who is going to oversee the treatment for the inmates while they're on site?

MR. ROBANDO: NUMC.

LEGISLATOR DERIGGI-WHITTON: Is it?

MR. ROBANDO: Yes.

LEGISLATOR DERIGGI-WHITTON: So you're going to have staff members?

MR. ROBANDO: There's actually full staff there doctor now and we have a Dr. Papia now who oversees, employed by NUMC, but strictly oversees the jail health care.

LEGISLATOR DERIGGI-WHITTON: Is there a name?

MR. ROBANDO: Paul Papia.

SHERIFF SPOSATO: He's the medical director over at NUMC and at the jail we have Dr. Henig. She's the actual medical director at the jail.

LEGISLATOR DERIGGI-WHITTON: I'm happy to hear this, and I know I sound like -- and I am a mom, but the thing that drove

me crazy with Armor, one of the things, was how long it would take to see a patient that had a preexisting condition like diabetes. They had a two week goal and only hitting 20 percent. I'm really hoping it's much much better now that we're under control.

MR. ROBANDO: We're very optimistic about the transition over it because it went very smoothly and doing a great job. Sheriff Sposato, we were actually there on midnight on the 31st to watch the transition and it really went smoothly.

LEGISLATOR DERIGGI-WHITTON: And in speaking with the correction officers, I think we've all had the same concern which is the staffing. I happen to think that the advertising correctly for these types of jobs you can come up with the bigger class. I would like to see those efforts be made. Everybody is looking for good jobs now. The salary might start out low but it could be a good career. So I think if we get the word out hopefully we can bring the staffing back

closer to where it was.

I'm sorry about those numbers. If you have a copy of it --

SHERIFF SPOSATO: I do. I don't really control anything to do with the --

LEGISLATOR DERIGGI-WHITTON: So you don't expect the inmate population to go down then?

SHERIFF SPOSATO: It could. I can't tell you. It might go up.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: Thank you. Good evening. I'm just trying to get the testimony to be straight here because you said that when it came to staffing for the medical personnel overseeing the transfers of inmates, you said at this point it was not yet full but your colleague said it was full.

SHERIFF SPOSATO: No. What I meant was, when NUMC, Armor had one staffing plan and NUMC came out with another staffing plan. They are not at their top staffing

plan. The jail is fully staffed but they are still working on bringing more people in. Still doing all the investigations to bring more people in. I'm just telling you about staffing.

MR. ROBANDO: What I meant to say is, we are adequately staffed right now. Their goal is to reach 144 people, including janitors, LPNs, RNs, doctors. So we are almost at that number right now. We are at 128. A very comfortable. I have to give kudos to the civil service because they work very closely with us pushing these people through.

LEGISLATOR SOLAGES: Absolutely. Understood.

SHERIFF SPOSATO: But various state reports indicated that aside from staffing of Armor, they were concerned about the supervision of that staffing and that, for me, as a legislator, that concerns is how we manage our P3 relationships.

Has there been any change in your plan, I remember you described a plan last

year, Sheriff Sposato, but has there been any change if your action plan in overseeing or supervising the actual medical attention given to these inmates?

SHERIFF SPOSATO: We actually are in the process -- we're in the process of trying to hire an oversight administrator for the jail, a health contract administrator. Right now Shelly Shector is playing a double roll, she is assigned to the Department of Health but spends a lot of her time at the jail overseeing that.

Since last October, we've been trying to find that person. We've gone through numerous resumes and interviews. We haven't found that person yet. But Nurse Shector is doing that role.

We have another interview on the fifth which we are hoping that person -- what we are actually trying to do in a good way is trying to clone Shelly Shector because she is the perfect person for that.

LEGISLATOR SOLAGES: Understood. Thank you. According to the OLBR report, it

states that the fiscal year 2018 equipment expense budget of $208,900 represents an increase of about 540 percent or $176,292 increase compared to the prior budget. The budget includes cost increases in heavy equipment, safety, security, miscellaneous.

What specific type of heavy duty equipment have the -- in my opinion, the meager $176,000 account for? I mean, many officers are complaining that they don't have adequate equipment and protection. I do place confidence in the report of this bureau.

With many complaints of not adequate equipment and safety, just a mere increase of $176,000 is kind of concerning.

Why couldn't we have decreases in other others and increase in this area when we know that we do need such protection?

SHERIFF SPOSATO: That stuff comes out of my -- do you know what this one is? The comes out of my operating -- do you know what is?

LEGISLATOR SOLAGES: What was the

equipment increase for your department?

MS. HALL: Good afternoon. In 2016, the Comptroller's Office reclassified some of our equipment that was initially purchased through the general fund because our equipment line was always low.

So what the budget department did is, the fact that it was reclassified, they gave us more of an allowance on the equipment line because we do have more equipment coming through.

LEGISLATOR SOLAGES: So then there were other equipment improvements in other budget lines, is that what you're saying?

MS. HALL: Yes. Normally it through the general expenses because our equipment line because it was reasonably low. After looking at the trend, they decided to give us more of an expense line on the equipment.

LEGISLATOR SOLAGES: Understood. You said that you ordered more stab resistant vests. When did you make that

order, please?

SHERIFF SPOSATO: Like I said to Legislator Ford, I will get back to you. The bulletproof vests were all in from the last hearing, they are all deployed out.

We made an agreement way after that with the union to give them -- we never had them before. These are going to be very thin stab resistant vests that they'll wear under their uniform. They are on order. I will get back to you on that when they were ordered.

LEGISLATOR SOLAGES: When it comes to your priorities in the capital improvements, HVAC is important, the roofs are important, the elevators are important, but how about like I have seen some stories in Newsday, the fences around the facility, the residents of East Meadow, I'm concerned.

How about, have there been any capital improvements to the fencing and to the other safeguards, to the barriers?

SHERIFF SPOSATO: I haven't heard any issues of the fences. We made a bigger

fence in the back. No one has ever asked me about the fence as far as an improvement of it.

LEGISLATOR SOLAGES: Maybe it was on Newsday or some other site, I saw some pictures of some fences that seemed pretty concerning.

SHERIFF SPOSATO: To be honest with you, no one has ever asked me personally about any fence project.

LEGISLATOR SOLAGES: You mentioned a cert term, what does that stand for?

SHERIFF SPOSATO: Cert is our emergency response team that we have on call now. If there is an issue with an inmate, we will call people in from home but now the union has asked and we agreed to give them a full time team which will be out working while the platoons are working but not working on a post.

They'll just be like -- Rikers Island has it and Westchester County, they'll be deployed out and they'll kind of

listen for emergencies and search themselves and be there for the ready in case something happens.

LEGISLATOR SOLAGES: Has that been implemented yet?

SHERIFF SPOSATO: No.

LEGISLATOR SOLAGES: Why not?

SHERIFF SPOSATO: I said that before, because my head count is so down I just don't have the correction officers to pull them out to put them on that team.

LEGISLATOR SOLAGES: I find that concerning. I mean, the inmate to guard ratio, do you have that number for me? What is the inmate to guard ratio in your facility?

SHERIFF SPOSATO: We have right now today about 805 COBA and 1188 inmates.

LEGISLATOR SOLAGES: I mean, God forbid something was to happen, a prison melay, I mean a cert team would be imperative to have ready on the scene.

SHERIFF SPOSATO: Well, we have correction officers do a wonderful job all

day every day. They handle the day-to-day operations. The cert team is called in when an inmate is refusing to leave his cell and we bring in extra people when a video camera, maybe 20 times a year, to do this.

The goal of the cert time is, actually, Brian Sullivan, was to have people roaming around, just if case something happened immediately and they would also be searching cells and doing other things. I do support it.

The problem is, our head count is so down, if I did it now, and took that many people out of security, we're having a problem filling the posts today that are watching the inmates. That's most important.

Again, the correction officers are doing the job that they do. We bring in the team now. I do support it, and, again, I understand what you're saying and we're going to have it when we have the staff to give it to them. But they are doing the job every day now.

LEGISLATOR SOLAGES: Understood. Thank you very much.

CHAIRWOMAN GONSALVES: Legislator Curran.

LEGISLATOR CURRAN: So we talked a lot of about staffing and overtime. I have a couple of questions about that.

Currently about 108 correction officers on board, correct?

SHERIFF SPOSATO: On board, 805.

LEGISLATOR CURRAN: That's about 75 less than budgeted, right?

SHERIFF SPOSATO: Yes.

LEGISLATOR CURRAN: The allocation for next year 2018 is less than budgeted for this year and is 20 less than the department requested.

SHERIFF SPOSATO: Right.

LEGISLATOR CURRAN: Do you know why that is?

SHERIFF SPOSATO: My guess is -- but the reality is that we are having a hard time hiring correction officers. This is the class we put on since December of '15.

We interview a lot of people. A lot of people fail the backgrounds. Again, our lists are little, the PD has thousands of people. There's people leave from today to the end of the year, so the 28 started last week, we might have 20 people leave at the end of this year, maybe an eight net, and if I could put another 35 or 40 on, and then some people leave next year, that's why I'm hoping to put on two more classes in 2018.

LEGISLATOR CURRAN: Okay, good. Have you done an analysis to determine the ideal numbers of correction officers, I guess it would depend on how many inmates you have which is always fluctuating?

SHERIFF SPOSATO: We basically follow one thing which is we're mandated by the State Commission of Correction to have so much staff in every single housing area.

Then we have the areas that are not mandated by the state.

So, in 2010, when this administration started we had 1,071 I believe. So the head count is just down.

I don't really have -- I never really have done an analysis of what I would think the perfect would be, but obviously if we can have around 900 to a thousand again, that would be good.

LEGISLATOR CURRAN: Also, I see there is a decrease in the number of federal inmates. What is that trend about?

SHERIFF SPOSATO: It's not controlled by us. It's nationwide. Years ago we had 200. Then we were 40, 50.

The theory of that was that central Islip is where they go to court. MDC federal jail is in Brooklyn. So the difference is about 70 miles from Brooklyn to Islip, so why we did it was that the marshals that live out in Suffolk, it's easier to come to Nassau, pick them up there and go to Central Islip, but they normally give us cases that have multiple, multiple people. So we will get 10, 15.

But, again, I can only go by what they give me. The pay us $165 a day. So we're losing millions of dollars in revenue

but it's just not a number that we can control.

LEGISLATOR CURRAN: Exactly. A question about the longevity payments.

I see that the amount budgeted for longevity payments is increasing by over $200,000. Is that just -- what accounts for that?

SHERIFF SPOSATO: The only thing on that would be every year they get --

LEGISLATOR CURRAN: It's just the normal course.

SHERIFF SPOSATO: Yes.

LEGISLATOR CURRAN: Now you read in the news about these agreements with the unions, I'm just wondering if you've gotten any words about that as the head of the department?

SHERIFF SPOSATO: Just the rumors that everybody else heard.

LEGISLATOR CURRAN: So you haven't gotten any official notice from anyone in the administration about this?

SHERIFF SPOSATO: No, ma'am.

LEGISLATOR CURRAN: Thank you very much.

CHAIRWOMAN GONSALVES: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you. Good evening.

SHERIFF SPOSATO: Good evening.

LEGISLATOR BYNOE: So in terms of candidates on the civil service list, do you know how many we have pending on the list?

SHERIFF SPOSATO: We give the test in April. We have multiple lists. I would probably say over all the lists we have, we might have about 1,500 or 2,000 over the next three or four lists. I can get that for you from civil service.

LEGISLATOR BYNOE: I'm just wondering if any of them are current because you say you're having a hard time getting people that are actually on the list to actually go through the whole process.

SHERIFF SPOSATO: When we start we start at the top of the list and we go down. We send out a lot of conditional

offers. They come in, they do the backgrounds. Some people don't want the job anymore. Some, they go to the police department, or villages. The problem is our list -- we may have 700 to a thousand versus 20,000. We are starting out with a much smaller pool.

That's basically the reason we haven't hired since the end of '15, and we focused a lot also on -- the police department they were hiring like five 600 people. So we did that.

They also did our backgrounds also. We're just not getting as many people that -- they fill out all the application and do the background, the police does one, civil service does the other. So then there's the police phase and then they go over to do the psychological and medical at civil service. We just lose a lot of people on that background stage.

LEGISLATOR BYNOE: So you stated numerous times this evening we have not hired since December 2015.

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SHERIFF SPOSATO: Until last week.

LEGISLATOR BYNOE: And you also stated that the numbers were so low, how did we get that far in terms of away from having the optimum number of officers in the jail?

I mean, it's two years not hiring obviously, that's the obvious reason. I'm trying to understand, is there a mechanism in place to make sure we're gauging our ratio/officer to inmate on a regular basis?

SHERIFF SPOSATO: It's really not a ratio. One of the things we did was, we were averaging 25 attrition a year. Last year I believe it was 55 and '16 and 38 already in '17.

So our people that have left between disabilities and retirements because the classes, we have people that are now coming to 30 years, 25 years. So the people that left was a little more than double. So that's one of the major reasons why. Though we hired the last was December of '15, and we hired a class this year, the attrition

number was a major role in reducing the head count. It was doubled in what the average was.

LEGISLATOR BYNOE: When did it trigger the red flag?

SHERIFF SPOSATO: Basically we finished off 2016 with 55 and we averaged 25.

LEGISLATOR BYNOE: When did the red flag go up in saying we need to get a new class.

SHERIFF SPOSATO: We have been trying. We have never not tried to hire. Again, we've been at a thousand since I'm doing this basically in the end of 2007 we've been up to 1,070, down to this.

There's never a time we don't want to hire. It's the backgrounds and the amount of candidates that are there that we are having a harder time getting people to get the job.

LEGISLATOR BYNOE: I might come back and take another stab at asking you that because I don't feel like I got the

answer. But let's move on for a second.

In terms of housing the inmates, I know at a time there were concerns that we were housing rival gangs in the same area and that was because we kind of closed other parts of the jail.

Where are we with that? I know we had a talk about that I believe it was the last budget hearing, and there was going to be I guess some planning around trying to make sure we effectively moved them into different areas and doing the proper interviewing to make sure we weren't putting the rival gangs in the same -- where are we?

SHERIFF SPOSATO: We don't ever have one area that only has gangs. Every single area has gangs. What we do is, I have a gang unit of correction officers that really do a great job.

Every single day we move people. Every day of the week at least two or three people are moved. There is no area that doesn't have a gang member. Maybe some areas have more than others. It depends on

the area. Some might have 12 guys versus two guys depending on what we see. We do a lot of investigations.

LEGISLATOR BYNOE: I'm not saying gangs period. I'm saying rival gangs. Gangs from two different groups that we know want to in some way have a fight.

SHERIFF SPOSATO: That's why I have a gang unit that works -- I have two correction officers on the Hempstead gang task force. We have guys, that's all they do all day is look at classifying and look at gang members and they move them around based on whether they are MS 13, a blood, a crip, and we move everybody around. My gang unit really handles that. They do a phenomenal job.

Every day, if we have a fight, and if it was two gang guys, they separate them. They do a great job doing that. That's one of the things we work on every single day of moving people around so they're not together.

But it's jail. It's not like we

can't put one gang members in one area by himself. It's just impossible. We have to put multiple people. But we research the people that we're putting in from the community and visits and a lot of things that we do security-wise that moves people around.

That's what the gang unit does every day and they honestly do a phenomenal job. They work with the police department. Most law enforcement agencies use -- we have one of the best gang databases around. We get calls every single day from federal agents, from Nassau Police, Suffolk, DA's Office, and our guys do a phenomenal doing that.

So their main focus every day is to -- and nothing is foolproof, but we're making sure we are separating them as best as possible.

LEGISLATOR BYNOE: So there is a methodology and some data that supports your method.

SHERIFF SPOSATO: Every day.

LEGISLATOR BYNOE: In terms of capital improvements, the roof. The roof has been a problem for a period of time. I believe it's been since 2014. Has the roof been addressed?

SHERIFF SPOSATO: I got to tell you, we've addressed parts of the roof. It depends on where they are.

I think you even met with the county, what they told me, we were back and forth suing the company. I don't want to definitively tell you that we fixed and replaced all the roofs because we haven't but now that we're doing this total reconstruction of our HVAC plan, which is all on the roof, it's something that we're looking at now. But I still don't want to give you an answer that we did it and we didn't.

LEGISLATOR BYNOE: So that is concerning because if you're trying to fix a weighted piece of equipment on a roof that's already compromised, we are probably exposing ourselves to --

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SHERIFF SPOSATO: Well, there is a lot of litigation going on because we felt that the company that did it should be warrantying it.

I believe that you were in a few of them, I'm not sure what the county -- I think they said you were, and, listen, we had specific times depending on the weather but we absolutely do have some issues I just can't tell you definitively it was done.

LEGISLATOR BYNOE: If we continue to let moisture into the roofs, and the rafters start to become weak and create a situation with mold. This is a serious situation and we can't keep letting this hang out there like that.

I find it kind of really unfortunate that we would be attempting to put new HVAC systems on a roof that is probably compromised.

Training, another topic that I discussed with you the last time you were here. Can you tell me what kind of training the officers have received in the last 12

months? And also what the projected training would be also for the next 12 months out of that budget?

SHERIFF SPOSATO: The training is based in my basic overtime and regular training. We train the new recruits totally everything. And our inservice training which I'm basically starting it, we go to the end of the year, they train on all the mandated courses plus we do some extra courses on mental health. Every other year is first aid and CPR. We train exactly what we need to train.

LEGISLATOR BYNOE: What kind of mental health, is evidence based mental health training?

SHERIFF SPOSATO: I don't have the curriculum. I can get that.

LEGISLATOR BYNOE: I would love that.

SHERIFF SPOSATO: Sure. I never trained it, but I can get you the whole training class if you would like for that.

LEGISLATOR BYNOE: I would like

some information on that. Thank you.

I'm going to go back to that original question on staffing. You mentioned it last year, I think you said the number was 58, right? 58 people that put in I guess separation notices whether it was --

SHERIFF SPOSATO: 55.

LEGISLATOR BYNOE: Retiring or resigning or whatever.

At what point did we request the certification of eligibles to start hiring new officers?

SHERIFF SPOSATO: It's not a process that we start or stop. We're always doing -- the police department is investigating multiple departments. So we're sending out offers. They are coming in, picking up the booklets, they're meeting with --

LEGISLATOR BYNOE: Okay. So my point is, I just can't imagine how we could have gotten this far out for this length of time to have so few officers in that jail.

SHERIFF SPOSATO: Again, our

attrition doubled.

LEGISLATOR BYNOE: There's got to be some way to purge the list in a manner to determine interest of the candidates that are on the list so that you're not dragging this process out to this length of time. Thank you.

CHAIRWOMAN GONSALVES: Legislator Birnbaum.

LEGISLATOR BIRNBAUM: Okay. I've heard a lot of numbers a lot of questioning about the inmates and the officers, but I want to follow Legislator Bynoe's questions about the building itself.

I know I've heard complaints about gang members together and you explained about moving them around.

But what is the capacity in the building itself? How many inmates can the building accommodate? How many units? Along with that, how many units are vacant?

Are the inmates being consolidated in an effort to cut costs?

SHERIFF SPOSATO: We do a lot of

things on cost saving, but, again, that's an argument that the union has made before, but just to answer the first question, the one building holds 832. The whole complex was 1909, but we took a bunch off because we closed an old building in the back that we used to call the satellite.

LEGISLATOR BIRNBAUM: That's not used at all?

SHERIFF SPOSATO: No. They were bunks. We can use it again if we speak to the state, but because of the head count we don't need it right now.

My B building and D building is about 420. So it's about 13, 1,400 spots that I filled. I have two floors, two tiers that are closed that holds about 160.

LEGISLATOR BIRNBAUM: So there is room to spread out?

SHERIFF SPOSATO: If I wanted to open up everything right now, what I have today, without any approvals, I have about two floors in one of my linear tier buildings, the ones with bars like you see

in the movie.

LEGISLATOR BIRNBAUM: In order to do that, would you need more officers or could you do it with the same amount?

SHERIFF SPOSATO: I would have to staff it with additional correction officers.

LEGISLATOR BIRNBAUM: So as new correctional officers come along, do you have any plans to spread out?

SHERIFF SPOSATO: I haven't had a plan on it because right now we have it staffed the way I manage it. I'm comfortable with the way we're staffing it today.

We've opened it up because we've had issues with things that weren't working; one of them open now. Closed another because we had a new admission overflow issue. So there's times when we open and close them, but as of the way I manage daily now, I don't need them today.

Again, we want to say we can open up everything. We're still going to have

gang members. There is no guarantee it's going to stop any issues. We have a great unit that works all day to fix this and try to do the best they can.

So if I opened up the two floors, yes, I would need 22 more correction officers to do that. I would take out 160 inmates, spread out from the other 1200, but it doesn't mean anything is going to be reduced. It means that it might look like it's spread out more, but, to me, there's no need to do it. That's why I haven't done it. I've had them closed for probably seven years.

LEGISLATOR BIRNBAUM: And do we know that seven years ago perhaps there weren't as many officers being injured?

SHERIFF SPOSATO: The number goes up and down, relative not high, it's pretty much consistent. The gang members, it depends on the gang. We average about 200.

As far as officers being injured, I don't have that state. But again they are not all from gang members.

There are officers, they are inside with the inmates all day long. They have a very hard job and not every -- officers get injured breaking up fights all the time with just two people fighting over a television. Nothing to do with gangs.

So opening up more areas isn't going to reduce, in my opinion, the staff. They do a great job. Let's be clear. This is not about the staff. It's about my position as the manager and managing it. I manage it the way I feel I need to manage it and that's what I do.

LEGISLATOR BIRNBAUM: I'm just curious that if there are any studies about jail facilities and the optimum amount of space for this kind of --

SHERIFF SPOSATO: If you look at Rikers Island, it's the largest, they have nine jails and have 12,000 inmates. They have problems every day. They have jails just for minor, gangs, for females, for males. There isn't a science. It depends on the day. Two people that you think could

fight could fight over a telephone.

There's nothing that I've seen that guarantees no officers being hurt, no inmates fighting. I don't believe there is any science out there to do it.

CHAIRWOMAN GONSALVES: Legislator Drucker do you have a question? Legislator Gaylor? No. Okay. Legislator Rhoads, do you have a question? Everybody has asked the questions and answered to the best of the sheriff's ability.

I thank you, Sheriff, I thank you from us all.

SHERIFF SPOSATO: Thank you for your service, Norma.

CHAIRWOMAN GONSALVES: You're welcome.

Now, I have two slips and I believe Brian Sullivan has asked to address the body. Please give him your undivided attention.

MR. SULLIVAN: Good afternoon everybody. Brian Sullivan, president of Nassau COBA.

I have a prepared statement. I have been writing notes so hopefully I can read them, I've been scribbling notes all afternoon. Clock is not running but I'll probably take about four minutes.

As I was preparing for today I usually come up here and I speak every year at this budget meeting. I was rereading my notes from last year and I realized I can almost give the same speech this year that I gave last year.

We were able to make some progress on several specific issues like the purchase of vehicles, agreeing to provide protective vests for our members, those orders are out, exactly where they are, I don't know. We do have the stab resistant vests coming for the officers, ballistic vests coming. That's still pending. Bonding like we talked about before for the HVAC projects and many other problems I spoke about from last year they remain today.

The do more with less mind set

has definitely turned into the do more with nothing mindset creating an ever increasing position of working from a disadvantage.

The inmates, our officers, and most importantly public safety at large is at a disadvantage of what has been going on on our end of the criminal justice system.

The new baseline that we are working from after years of Draconian budget cuts and the not so coincidental precipitous drop in the inmate head count by hundreds of inmates, which I have spoken about here several times before, has made the correctional facility almost unrecognizable to somebody like me who has been here over 29 years.

The place is a shell of its former self and is in dire need of attention both security-wise and structurally.

All of the Draconian cutting that's gone on over the last few years has resulted in washing away of so much of what is needed to run a facility like this properly.

I know we have a new County Executive administration coming in short order. When that does occur, I will be on the front lines to ensure that we start investing in this facility that's long overdue. It is a dangerous place full of dangerous people and particular attention must be paid to security, the infrastructure, for both the safety of our officers, both the inmate population and the public.

For example, last year I stood here and talked about security security security.

This year I have to talk about staffing staffing staffing.

The number one problem we now face at the correctional facility is staffing. We just endured a summer like we haven't seen in many years.

Our staff head count is at the lowest it's been in decades. The department has not kept pace with mass retirements in the last few years and only recently hired

the recruit class we talked about of 28 for the first time in almost two years they actually hired people.

This precipitous drop in staff has resulted in our officers being forced to work extreme amounts of forced overtime where they are not allowed to leave or go home because the posts have to be covered for public safety, and has also many times resulted in the closure of security posts that protect not only the jail but the community itself because we didn't have enough staff to cover a lot of these posts.

Of course this drop in staff has also resulted in a lack of proper available response for emergencies.

Now I have some numbers that I think you're going to be extremely interested in as far as our staff.

Right now we 24 people that have 30 years or more of service as of right now.

At the end of this year 2017, we will have 37 people with over 30 years of service.

July 2018, the middle of next year, there will be 52 people with 30 years of service.

December of '18, there will be 64 people with 30 plus years on the job.

By August 2018 there will be 182 people with 25 years plus on the job. 182 people with 25 years on the job. As you all know, I hope we can retire with 25 years on no age. The people that stay longer have to go 30 and 55.

I've talked repeatedly with the county and the sheriff about a recruitment drive to try to get people in here. We don't do recruitment like the police does.

There just is not enough attention paid to this job. Looking at a potential of a budgeted amount of, what was it, that 67 or something additional people, by this time next year we can have 182 people leave this department. I don't where we will be if all those people decide to leave.

We continue to lack a fully

staffed and trained and equipped emergency response team. I do have an agreement with the county to implement a full time team that's completely contingent upon the hiring of new staff and with the current staffing levels it hasn't been possible to do yet. We just don't have the bodies to put into a full time team, and I won't get into the particulars, but they'll be one team for each of the rotating three platoons. They'll be there from whenever the inmates are out. I'll put it that way. When the inmates get out in the morning until they're locked away at night we will have these several manned teams.

Our current standby team continues to be at the lowest levels and needs immediate attention and replenishment.

I spoke here last year that we were in the low 20s on our call up emergency response team, that guys that commit from home. Guys that are on duty and they bring in.

No one has been put in since I

stood here last year. I don't think we put anybody in to the emergency response team in almost ten years. That's completely unacceptable.

The lack of training obviously continues slowly and methodology training has been cut and eroded down to the basic minimums that the state currently requires which is approximately 14 hours a year.

Commissioner Ryder, when he was here before, the virtues of training, treating people like family, giving them the tools that they need to do the job correctly. It's night and day between the police department and the sheriffs department.

In the world we live in now, unfortunately we all talked about what happened in Las Vegas earlier today. It's a disgrace. We all know about the myriad of law enforcement training out there. The first responders, I'm not comparing us to the police. It's a different thing but we are law enforcement and training and

equipment goes hand in hand with the job we're supposed to perform.

Law enforcement training, many of the departments utilize to protect the public and run at peak efficiency, training the teachers proper reactions to various scenarios.

Training and equipment that many times can be paid for through government grant programs. I've spoken about that last year. I'm speaking about it again today and I seem to be knocking on doors that just aren't answering. None of which this department appears to be actively pursuing; grant programs to pay for training and equipment.

As you all know, lack of proper training ultimately results in liability.

Next, the department's continued consolidation plan which we talked about before where inmates are all squeezed into as few housing areas as possible continues to create artificial overcrowding in our facility while floors and dormitories remain

closed.

This results in the commingling of rival gangs, et cetera, without the ability to separate them and have relief valves.

The sheriff said that things happen in jail, yeah, things happen in jail, but when you have real relief valves and you're able to remove certain people from certain situations, it certainly helps a lot instead of putting a lot of people into smaller areas. That's going back several years even with other union administrations.

Without the ability separate them, unfortunately right now this would also be almost impossible to rectify with the staffing levels we currently have. We can't even open new areas because we don't have the bodies to staff them.

The sheriff and I continue to clash on issues related to the lack of regular and proper facility wide searches. I'm happy that we did finally receive con contraband detecting equipment, the boss

chairs that the sheriff talked about, they're in. There are body cavity search tools, metal detectors, hand wands; we still need equipment and a proper search policy for everyone who enters our facility including our members. Everybody that comes in and out of this place should be going through a search process.

Thankfully, moving on, we've also moved on from the Armor correctional and brought inmate healthcare back to NUMC.

With regard to this, particular attention needs to be paid to beefing up security in NUMC. The sheriff and the Deputy County Executive spoke before that most of the things are still going to be done at the jail. I believe they are modeling themselves after what Armor had set up. A lot of things are going to be done at the jail.

But we are anticipating a greater number of inmates being brought to NUMC. One of the biggest issues that I have is beefing up security at NUMC. If we're

going to have more people in there, we're going to be utilizing certain floors for law enforcement areas. I've spoken to people at the hospital. I plan on continuing to speak to people at the hospital because we had prison wards that were closed, we had old prison wards that were closed and if we're going to go back to NUMC, there is no reason why we can't re-institute at least a pseudo prison ward to where it's a locked ward. We don't have to worry about the public walking in. We have security measures in place; windows and doors and all that. These are all things that will have to be paid for but it's all part of bonding and everything we talked about.

Stronger measures when it comes to utilization of certain areas like the hospital as I said.

Lastly, you have the packages that I sent out to everybody about the infrastructure of the place.

I put together for you showing how the place is crumbling from the roof to

electrical to plumbing issues to security monitoring equipment, fences, roof alarms, you name it. We are in the Stone Age.

This place is seriously lacking and in need of structural upgrades to move forward. Radio repeaters. We talked about the body alarms. The body alarms, it seems like we moved on from that. I'm not moving on from that. We used to have body alarms. It was a separate and distinct system that an officer is able to carry with them.

We had problems with the radio systems. The sheriff talked about, there's a button on the radio. What happens when the whole radio system goes down? It does all the time. When that goes down, that little red button goes down too and you have no help.

We talked about several years ago we had $400,000 allotted. I walked around with the old captain years ago. Apparently when I wasn't here with union last time, I guess with all the other issues and freezes and everything else, that all went by the

wayside. It's something I seriously want to get back into again.

The officers need these tools along with stab resistant vests, bullet proof vests, equipment, metal detection equipment, search policies and everything else.

A lot of these things are no brainers, they should be. They are in every other correctional facility there is. We just don't have them here.

We all know that the pendulum has swung far enough in the wrong direction. Many tens of millions of dollars in cuts at the jail have been done. Enough is enough. We need to start rebuilding what is a major metropolitan correctional facility in a thoughtful and deliberate manner to make it more efficient, make it compliant, and most of all make it a facility that's safe and secure and in good order for the taxpayers of Nassau County.

Again, to paraphrase Commissioner Ryder that was here before, morale here is

at a all time low. I'm glad to hear that morale is flying in the police department. Morale here couldn't be any lower. Hopefully it couldn't be any lower. Like I said, we're in the Stone Age compared to the police department.

I don't compare myself to any other unit in this county, because we're a law enforcement unit, I don't know why we're able to fix a lot of these things in the police department, and things don't seem to happen here. We're in the Stone Age.

The thing that I keyed on today, and it actually tells me exactly where we are and my members will agree with me 100 percent, when you treat your people like family and give them the tools they need, the job runs efficiently. We couldn't be more opposite from the police department where we are right now.

Thank you for the time. Does anybody have any questions?

CHAIRWOMAN GONSALVES: Thank you, Brian. Brian, I have one question.

A few months back we went on a tour of the facility. I believe it took us two and a half hours.

Has any of situations that we witnessed at the jail at that particular time have been corrected?

MR. SULLIVAN: The only thing that's been corrected is that we have you folks bonded on the HVAC systems like Legislator Bynoe spoke about. There's issues that go along with that before that has to be implemented. I was glad to see it.

This summer was brutal. Those machines on the roofs of the 832 building were the original ones from 1992.

Just imagine working in dorm with 52 inmates and it's 100 degrees in the middle of July and August. That's not a fun place to be. I'm glad to see that it's done. The roofs haven't been replaced. There's leaks, problems with the electric plumbing everywhere.

There was some of the monitors

were replaced but the majority of the security monitors still need to be replaced. Roofs. Motion detection equipment. Video monitors and things like that. And we are still cutting, cutting, cutting.

CHAIRWOMAN GONSALVES: Thank you, Brian. Legislator Walker.

LEGISLATOR WALKER: I know your head count certainly is at an all time low. Is there any way -- look, I was in the mall a couple of weeks ago and they were basically doing recruiting for our police department.

Who makes that decision? Couldn't that same thing be done?

MR. SULLIVAN: Our department should be making that decision to get out and recruit.

LEGISLATOR WALKER: Right. To get out and recruit.

MR. SULLIVAN: We've had recruit drives in the past. They'll go to malls, go to fares, go to job fares, they'll go to the Bellmore street fair, set up a table.

We used to have people in our academy would go around. There was a mock cell and some of our vehicles and things like that that they would bring around. I couldn't tell you the last time we did that. There is no recruitment here whatsoever.

LEGISLATOR WALKER: It seems like we sure need to get moving on that because it needs to be a class after a class after a class after a class.

MR. SULLIVAN: Without a doubt. If you look back at the numbers I just gave you before, several months down the road, I mean, it was bad this summer. It was really bad. There were people that were working double shifts every single day and they couldn't go home. That's the way it was when I started way back a hundred years ago when crack and Aids and everything hit big and the jail was doubling and tripling in size because of the late '80s, early '90s.

But we're not in that situation now. There just has to be more attention paid to based to rolling things over and get

them in here and I'm glad to see that they're having 167 people in the police department, classes of 80 and all that, we just don't have it here. The attention has got to be paid. It hasn't been. It's been ignored.

LEGISLATOR WALKER: We will just have to work on it.

CHAIRWOMAN GONSALVES: Let me ask you a question. What can you attribute that too? If we need additional officers at the jail, what do you attribute it to that we are not getting them?

MR. SULLIVAN: The number one thing is the way the place is managed, no recruitment drive, the way the word is not out.

When I took this test 30 years ago, 15,000 18,000 people took the test. They give these tests now, they're lucky to get a couple of thousand, maybe a thousand. I just don't get it.

In this day and age with the way the economy has been and everything else,

you can't tell me that people wouldn't be clamoring for a civil service job with benefits and pensions and all that and retirement. So I don't think people would rather work in a restaurant for the next 50 years than work in the Sheriff's Department.

CHAIRWOMAN GONSALVES: Legislator Schaefer.

LEGISLATOR SCHAEFER: I was just going to say on that topic, would it help you, I imagine if the answer is yes, if we were all in agreement to writing a letter, everyone signing it demanding that they move forward on this issue?

MR. SULLIVAN: Oh, yes. I would be in complete agreement with that. Like the sheriff said before, they did send out 105 or something like that. They brought people in one of the older lists that's there. There are two lists that are available right now. I think they may have finished up the 2013 or at the very bottom of it.

But there's two full lists that

are there to be gone through and I'm sure there's 100s if not a few thousand people on these lists. Let's go. Let's go. It just hasn't been done. We got to get the rolling here. There has to be a systematic plan put in place to foresee the attrition and the way people leave.

We can't have what we just had this past summer with guys just not being able to leave. I mean, there were people that were stuck past 16 hours a day, 18 hours a day. It's not safe for them. Not safe for the officers. Not safe driving home after driving working 16, 18 hours driving home to your families and then having to be back for the next tour the next morning. It can't go on like that. It's completely unsafe and it's unreasonable.

CHAIRWOMAN GONSALVES: Legislator Ford.

LEGISLATOR FORD: Thank you very much. What size class can be accommodated for the correction officers? He seemed to say 25, but --

MR. SULLIVAN: I get differing answers. When I first came through the academy here I started with a class of 100. It's my understanding that the state has limited some of these classes. They could double up classes. They could put a class of 25 on the days, a class of 25 on four to 12.

I think they could probably get a pass from the state to put a class of 50 in or 100 or 75. I haven't gotten a straight answer out of anybody in particular of where this number of 25 came from. I think that was just a guideline that they were using.

If we hired 25 people every year we'd be okay, but that backfired in their faces because we had last year -- the last several years we had retirement parties where I had 60, 70, 80 guys that are being honored at retirement parties. Hiring 25 to replace them is absurd.

When I left the union back in 2011, we had a little less than 1,100 officers, working here, right now we have

under 800. It's dropped. A lot of that is from when the jail was big, was doubling in size, late '80s early '90s. All of those guys that are in my generation and behind me, a few in front of you, they're all hitting their 25s and 30s and they're running out the door. There's not a lot of incentive to stay in a job like this.

LEGISLATOR FORD: So it won't take long for them to just start recruitment. But I don't know how far they got into the list from 2015.

MR. SULLIVAN: I know there's people, friends and family, they ask me all the time when are they going to start doing it, my kid is on the list, my neighbor is on the list, chasing civil service around, the whole nine yards trying to get it done.

LEGISLATOR FORD: Well, I think that we need to, first of all, start working on that list tomorrow to start looking at the candidates, reaching out to them. There is no reason why we can't start tomorrow and I think what we need to do is schedule the

next test, go after civil service to get this done, and authorize people to go out and do a recruitment drive.

I know a lot of people ask. I agree with you. I know people who would be interested in taking that test and getting this job.

MR. SULLIVAN: I don't agree with the sheriff on a lot of things. One of the things I do agree with him on is that you have -- if they sent out a packet, 105 packets, a hundred packets, you're not getting a hundred candidates. A lot of people fail physicals, psychs, medicals, things like that. You are lucky to get 25 out of that 100 that goes out. So they should put out another hundred and get them backed up and put more in the chute and get it going.

I would be thrilled if we could get a class of 40 in by the end of the year. Do I see it happening? I don't think so, especially with the administration turning over and everything else.

LEGISLATOR FORD: You would like to see a pool of like 500 candidates to choose from.

Just my last thing, I'm amazed that we are still having problems with the roof. I remember when I was first elected, it was an issue way back when.

So I'm just stymied over the fact that we can't get this thing corrected.

MR. SULLIVAN: Roofs had been replaced back then, but the roofs are in dire need because of problems and the air conditioning problems and everything else, they all got to be replaced again.

LEGISLATOR FORD: And please keep me informed about the body alarms. It's every year. I don't want to have to ask about it next year. Thank you.

CHAIRWOMAN GONSALVES: Walk me through the math. What's the ratio of correction officers to the number of inmates?

MR. SULLIVAN: You have to put it in perspective. There's about 800 officers.

There's 1,200 -- there's not 800 officers working at any particular time, but a total of 800 officers working there.

There's about 90 posts, 90 people in a security platoon. Then you have ancillary units. There's 40 something people in transportation; people that work in the rehab area; medical.

But it's a little hard to quantify exactly the number of people. But we need more people because we are down in all these areas. In security, they were using in the middle of the summer, end of the summer, they were ordering 30, 40 people a night.

The weekends were horrendous. Telling guys you're stuck, you're there at 7:30 in the morning and you're not going home until after midnight. Sometimes they didn't go home after midnight because they had to wait a little while longer to get people in.

Our guys at the control desk were doing an incredible job trying to get these

bodies in. Legislator Solages.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: This is very concerning. Some of the things you're saying are not in congruence with what the sheriff said.

Besides the roof which he said that it was repaired, what else is not consistent with the case that you believe it to be?

MR. SULLIVAN: As far as what?

LEGISLATOR SOLAGES: As far as certain things.

MR. SULLIVAN: Well, like I said with the infrastructure there hasn't been a hell of a lot of attention paid to the infrastructure. It was my understanding that there was a bond proposal floated for anywhere between 12 and $15 million going forward for maybe next year. There's no capital project money now to do it, but it may not have gotten here.

Like I said, you've all seen that

packet that I handed around. The place is crumbling. When it rains, the roofs, the ceilings leak like you're standing outside in certain areas of this place.

LEGISLATOR SOLAGES: I understand it's not easily quantifiable in terms of the ratio that the Presiding Officer was asking about.

But, per cell block, how many officers do you have overseeing how many inmates?

MR. SULLIVAN: In a normal cell block in the 832 building with 104 inmates, there's four officers.

LEGISLATOR SOLAGES: Four to 104?

MR. SULLIVAN: Four to 104 in the housing area. That's normal staffing. But the idea is -- and I'm not saying that that should be increased -- I would love to have an increase but when you have mental health inmates they'll put an extra officer there.

But the problem is, you will have those four officers for those 104 inmates but there's nobody else to respond when

there is an emergency.

We have 18 people on the emergency response team right now. There should be 80. I'm waiting to get the staffing up so we can get a full time emergency response team and have X amount of officers, six, eight, ten, whatever we can negotiate per platoon that can respond immediately -- they're not going to be standing around doing whatever. It wasn't exactly portrayed the way we need to have it done by the sheriff before, but they'll be doing cell searches, help to oversee the transport of inmates in the morning, watch the inmates pens which sometimes have 60 to 80 inmates going to court in them. They can respond immediately to emergencies. You don't have that.

LEGISLATOR SOLAGES: My last question, I know it's late, I thank my colleagues, thank you very much Presiding Officer, the problems are many based on what you said, even with the new administration the wish list would be quite long. What

incentive do you think -- not incentive, but an elected sheriff, would that be better suited to solve these issues or just an appointed sheriff? Last question.

MR. SULLIVAN: That's a political question that's a little outside the realm of what we're talking about here today but I think an elected sheriff would be easier reporting to the taxpayers of Nassau County than an appointed sheriff that has to work at the pleasure of someone else.

I think we are the only one or two counties in the state that has an appointed sheriff. I'm all for it but it creates another set of problems. So nothing comes easy.

CHAIRWOMAN GONSALVES: There's nothing ideal.

MR. SULLIVAN: Nothing ideal.

LEGISLATOR SOLAGES: Legislator Bynoe. And after you I think I'm going to call John Budnick and then go home.

LEGISLATOR BYNOE: Good evening. Really, I have a comment. I'm actually

imploring this body to consider -- I don't want to sound like alarmist by maybe even saying this is almost like a state of emergency to the extent that pulling through these training classes in the manner to which the sheriff has, I guess, explained we'll never get to the number of officers that we need in order to make sure that our officers and our inmates are safe.

And then when I hear that, according to the president here, that we have significant number of officers that are eligible for retirement next year and the year after, I think that we should employ a process where we're almost pulling two classes at one time and maybe potentially consider having an evening class as well as a daytime class go through this academy.

Because I think if we do it at the rate and with the method that the sheriff has laid out we'll never get to the numbers we need.

I'm in support of a letter that Legislator Schaefer has suggested and I

think that we need to consider requesting that that process be employed. Thank you.

CHAIRWOMAN GONSALVES: Thank you.

MR. SULLIVAN: Thank you very much. Have a good night.

CHAIRWOMAN GONSALVES: John Budnick. We're not going to leave you out in the cold.

MR. BUDNICK: After what I heard tonight I'm frightened of the cold right now especially in the area of East Meadow.

A number of suggestions for augmenting income to the county. I don't know that the Nassau County parks violation ordinance 265-70 has fines that are high enough nor is it enforced enough, nor is it bringing in enough revenue as it should.

Secondly, the various county parking lots are not roadways. We need to create in effect a VTL for the parking lots to bring in revenues to the county.

Another thing, I notice last week in the fire ordinance, they increased the fines for corporations by 500 percent.

The problem is, many businesses don't operate as corporations any more. They're either LLPs or LLCs. Indeed, we should take that into account when we increase fines for corporations to do it also for limited liability partnerships, limited liability companies. So as to once again to maximize the revenue to the county.

There are a number of other things, but you guys have already put up with so much.

There's two other things I wanted to mention; one is the creation of a Mitchell Field Historical District which may bring in revenue to the county and that ought to do it. Thank you very much.

One of the other things you have to do particularly in reference to the county jail is to reestablish what was once called the Michael N. Petito Topic House so that people who are drug abusers who can't afford -- because they don't have insurance or other things, can go to locations to get rehabilitation, and will have an option here

in the county where Medicare can be used to offset the cost of that facility. Thank you very much. Have a very nice evening. God bless you one and all for putting up with what you've been putting up with. Good luck to all of you. May the good Lord bless and you keep you. Thank you.

(Whereupon, the October 2, 2017 Budget Hearing 2017 adjourned at 8:46 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
Presiding Officer

PUBLIC SAFETY COMMITTEE

DONALD MACKENZIE, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, October 2, 2017
1:47 P.M

A P P E A R A N C E S:

DONALD MACKENZIE,
Chairman

STEVE RHOADS,
Vice Chairman

VINCENT MUSCARELLA

DENISE FORD

LAURA CURRAN,
Ranking

KEVAN ABRAHAMS

SIELA BYNOE

MICHAEL PULITZER
Clerk of the Legislature

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Public Safety Committee/10-2-17

CHAIRMAN MACKENZIE: Calling the members of the Public Safety Committee to order. I would ask that the clerk please call the roll.

CLERK PULITZER: Thank you, Mr. Chairman. Public Safety roll call. Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Ranking Member Laura Curran?

LEGISLATOR CURRAN: Here.

CLERK PULITZER: Legislator Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Vice Chairman Steven Rhoads?

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Chairman Donald

Public Safety Committee/10-2-17

MacKenzie?

CHAIRMAN MACKENZIE: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN MACKENZIE: We have two items on the agenda today and if there's no objection I will read them both together.

Clerk Item 362-17, an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Nassau County Probation Department.

Clerk Item 367-17, an ordinance supplemental to the annual appropriation ordinance in connection with the Department of Nassau County Probation Department.

May I have a motion, please?

LEGISLATOR FORD: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN MACKENZIE: Motion by Denise Ford, seconded by Steve Rhoads. Do you have someone to speak on these two matters?

MR. LANDSMAN: Good afternoon, Douglas Landsman, Nassau Probation. The

Public Safety Committee/10-2-17

first item before you, number 362-17 is a live scan equipment grant. This is a one time $10,000 grant from the New York State DCJS. It starts right now, October 1st, '17 through September 30th of '18.

This money will be used for purchasing new digital fingerprint equipment software and peripherals such as scanner, camera, printer to replace our aging eight year old system currently in use.

There is a 50 percent cash match up to $10,000. The equipment is looking at approximately spending $20,000 based on a quote from the equipment vendor. So the net cost to the vendor would be $10,000.

CHAIRMAN MACKENZIE: And, I'm sorry, the second item?

MR. LANDSMAN: The second item is item number 367-17. This is for the Nassau County Reentry Task Force Initiative. This is a New York State DCJS grant starting October 1st2017 through September 30th, '18. It's in its second year after being assumed from DSS.

This is CRTF grant is for a period of one year starting at $201,272. There is no match. It's milestone based. It basically works on evidence based CBIs, cognitive behavioral intervention.

The purpose of the grant, while working in collaboration with New York State DOCS, is to assist newly released parolees to reintegrate or transition back into society to become useful and productive citizens.

Because many of the newly released parolees have been incarcerated for many years some upwards of 15 years. Many don't have family to rely on.

So this program seeks to provide the most basic of assistance, literally toiletries, things that we take for granted every day, all the way through dressing properly for a job interview and job hunting skills. The program also provides metro cards for going to these different programs and for reporting and for going on job interviews.

Public Safety Committee/10-2-17

CHAIRMAN MACKENZIE: Thank you. Are there any legislators who have any questions? Siela Bynoe.

LEGISLATOR BYNOE: Thank you, chairman. Hi. Good afternoon. Do we have any data that shows the support or the success of the program?

MR. LANDSMAN: Yes. I'm going to introduce Victoria Roberts. She's our coordinator.

MS. ROBERTS: The Reentry Task Force works very closely with parole, New York State Department of Community Corrections. During the contract year, 10-1-16 through 9-30-17 490 individuals were released on parole in Nassau County.

Of the 490 individuals, 225 signed up to participate in reentry. Of the 225, 67 did not actually participate in the program.

The reasons for not participating in the program, they vary from loss of good time, maybe an ice detainer, or maybe absconsion where individuals never actually

make their report so they never report. So those individuals are lost to contact.

LEGISLATOR BYNOE: Do we have any success stories that you can share also?

MS. ROBERTS: Yes, absolutely. One gentleman that comes to mind immediately is a gentleman that went away at the age of 25. He returned home at 57.

He became homeless. We were able to place him in housing. There are supportive housing that is available in Nassau County.

This gentleman, we secured him a job at a local store. The owner of that store took a liking to this gentleman and today currently he is a truck driver because he was able to secure his CDL. He is in the first time home buyer's program and he is moving forward. That is one individual.

LEGISLATOR BYNOE: In the interest of time, I'm going to stop you there. That sounds great. Let's end on a high note. That sounds wonderful.

But it would be great to kind of

get some statistics of how many people came out and were actually able to obtain employment and who may be in school or some kind of data report that would allow us to understand and all the benchmarks that were made and the positive outcomes.

MS. ROBERTS: I can provide that information but I can also tell you that we recently held a very successful reentry job fair. The prospective employees that were invited, they knew that coming to the job fair that everyone who would participate had some sort of criminal conviction.

We had 143 individuals participate in the job fair. We had 86 secure job interviews and 47 secured jobs and 28 maintained their jobs more than 90 days.

LEGISLATOR BYNOE: Beautiful. How many employers participated?

MS. ROBERTS: There were 11 employers at the job fair and there was one employer that had a large contract that took a lot of the guys. So it worked out

well.

Of the guys that were no longer employed with the employers at the job fair, they went on to different employers.

LEGISLATOR BYNOE: Very good work.

CHAIRMAN MACKENZIE: Thank you very much for providing that information. Legislator Ford has a question as well.

LEGISLATOR FORD: Thank you. That really is great news. Congratulations. It really is wonderful to hear this.

I'm curious, do you have a time limit that you use with these individuals or, like, say sometimes like somebody may have more difficulty than another person getting housing or finding a job, do they stay in your program or do they have to age out after a certain amount of time?

MS. ROBERTS: Okay, we are contracted for a 45 day stabilization period. I'm going to use the word unrealistic at most points because we work with individuals on an ongoing basis because

circumstances change.

We may be able to secure housing and/or employment and that changes, so they need more supportive services.

So there is a 45 day period but whatever help that is needed, we try to help. As long as they continue to comply with the parole mandates.

LEGISLATOR FORD: Right. Perfect. Thank you very much.

CHAIRMAN MACKENZIE: Thank you. Are there any legislators who have any questions?

(No verbal response.)

Is there any public comment?

(No verbal response.)

Hearing none, all those in favor of Items 362 of '17 and 367 of '17 indicate so by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

They passes unanimously. Thank you very much for coming down. No other

Public Safety Committee/10-2-17

items on the agenda. Motion to adjourn.

LEGISLATOR RHOADS: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRMAN MACKENZIE: Motion by Steve Rhoads, seconded by Vincent Muscarella. We are adjourned. Thank you.

(Whereupon, the Public Safety Committee adjourned at 1:55 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, October 2, 2017
1:15 P.M

A P P E A R A N C E S:

NORMA GONSALVES,
Chairwoman

RICHARD NICOLELLO,
Vice Chairman

HOWARD KOPEL

DENNIS DUNNE

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

SIELA BYNOE

MICHAEL C. PULITZER,
Clerk of the Legislature

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Rules Committee/10-2-17

CHAIRWOMAN GONSALVES: Will my colleagues join us in the chamber.

Legislator Gaylor, please lead us in the Pledge of Allegiance.

(The Pledge of Allegiance was recited.)

CHAIRWOMAN GONSALVES: Please remain standing for a moment of silence for the victims of the Las Vegas shooting.

(A moment of silence was observed.)

CHAIRWOMAN GONSALVES: Thank you. And tomorrow marks the fifth anniversary of the passing of former Presiding Officer Peter Schmitt. I would like you all to remember him in your thoughts and prayers. Thank you very much.

LEGISLATOR ABRAHAMS: The Human Rights Commission of Nassau County will be holding a vigil on Wednesday at 5:30 on the steps of this building also in recognition of the victims of the Las Vegas shooting as well, which we all are invited too as well.

Rules Committee/10-2-17

CHAIRWOMAN GONSALVES: Thank you very much. I just got word about it.

The Rules Committee is now in session. We have a contract period which is not too long and, after the contracts are heard and approved, or denied, whichever the case may be, we will recess to go into the other committees so we can then come back and do the final items on the Rules Committee.

Now, for the members of the Rules Committee, Mr. Pulitzer, please call the roll.

CLERK PULITZER: Thank you, ma'am. Rules Committee. Legislator Selia Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

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CLERK PULITZER: Alternate Deputy Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Vice Chairman Richard Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK PULITZER: Chairwoman Norma Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK PULITZER: We have a quorum, ma'am.

CHAIRWOMAN GONSALVES: Thank you very much, Mr. Pulitzer.

The first item is contract A-45, a resolution authorizing the director of Nassau County Office of Purchasing to request oversight of a contract between the County of Nassau acting on behalf of various county departments and American Ware, Inc.

A motion, please.

LEGISLATOR NICOLELLO: So moved.

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LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Muscarella.

MR. SCHLERNOFF: Michael Schlernoff, director of purchasing.

This contract has been in place since 2015 and has now reached a level that requires oversight.

It's being used by nine different agencies within the county to obtain work clothing and cleaning and maintenance of the work clothing.

CHAIRWOMAN GONSALVES: Are there any comments or questions from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of A-45 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

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The item passes four to three.

The next contract is A-49, 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 Correctional Center and H. Schrier & Company, Inc.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Who is here to speak on this item?

MS. HALL: Good afternoon legislators. Narda Hall, Correctional Center. The item before you is to authorize and award a blanket purchase order for groceries for the Nassau County Correctional Center for H. Schrier & Company.

The bid was advertised in Newsday and posted to the Nassau County website bid solicitation board. We had 13 vendors view

the bid, none of whom were minority, women or veteran owned. Minority affairs was given a copy of the bid. Four vendors submitted the bid. None of whom are located in Nassau County. H. Schrier & Company located in Brooklyn, New York submitted bids for 205 items and it is recommended that H. Schrier be awarded a contract for 75 of these items.

When those items are calculated by unit of measure, such as pounds, ounces or grams, H. Schrier is the lowest responsible bidder for each of those 78 items. The remaining items are being awarded to the lowest cost responsible bidders for those items.

Historically, Schrier has held food requirement contracts with Nassau County with satisfactory performance.

The cost of the contract is $119,801.15.

CHAIRWOMAN GONSALVES: Any questions? Minority Leader.

LEGISLATOR ABRAHAMS: Thank you,

Madam Presiding Officer. The cost of this contract in the past? I know this is only 78 of the 205 items, I don't know if you have that level of detail and I envision that there be will be subsequent contracts that come in for the balance of 205 items of the 78 that we are not considering today.

MS. HALL: Yes.

LEGISLATOR ABRAHAMS: But of the 78 that are being done today, have you done a cost by cost analysis?

MR. SCHLERNOFF: No, this is the only contract that meets the requirements for oversight. All the rest are below $100,000 -- actually, two other contracts -- in fact, I saw them today and approved them today of just waiting on the oversight.

LEGISLATOR ABRAHAMS: Those contracts are under?

MR. SCHLERNOFF: Are under $100,000.

LEGISLATOR ABRAHAMS: Two things; one, the names of those vendors for those other contracts that are under $100,000;

and, two, I guess my question more directed before was the cost of these 78 items, do you have a breakdown of what we should be paying for these items, are we paying more than we paid in the past, less than in the past, when it all adds up, when you add up all the contracts for all the 205 items?

MR. SCHNERNOFF: Well, when we review, we review each item separately and make the award for each item and whoever is the lowest cost per item that vendor gets that item and we combine them all into three different contracts.

LEGISLATOR ABRAHAMS: That part I got. If you take the contracts --

MR. SCHNERNOFF: The price is the same or off --

LEGISLATOR ABRAHAMS: The total.

MR. SCHNERNOFF: I don't know. I don't compare them to last years or the previous two years ago.

LEGISLATOR ABRAHAMS: How do you know -- how do you estimate we're getting a fair price?

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CHAIRWOMAN GONSALVES: How do you determine we're getting a fair price?

MR. SCHNERNOFF: Because we do competitive bidding and that's how we determine whether we are getting a fair price.

LEGISLATOR ABRAHAMS: Okay. So if the competitive bids all came in and this contract totaled $500,000 and that was the lowest bid, we would say that's was the best price?

MR. SCHNERNOFF: Well, we review the contract with the agency. If the agency feels that the pricing is excessive, they would tell us and we would not make the reward for that item.

LEGISLATOR ABRAHAMS: So this conversation is about pricing, in this case it would be with the agency with the correctional center?

MR. SCHNERNOFF: Yes.

LEGISLATOR ABRAHAMS: And they feel its pricing is balanced and fair than in the past?

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MR. SCHNERNOFF: Yes. Do you still want the names of the other two?

LEGISLATOR ABRAHAMS: If you have them.

MR. SCHNERNOFF: I will get them in a minute.

LEGISLATOR ABRAHAMS: While Michael is getting that together, there are other vendors from what I understand who bidded on this were Nova, Universal Coffee and Elwood.

Were those bidders, did they receive contract awards for the balance of the items between the 78 and the 205?

If the names are different, than the names of the other bidders on these 78 items then, that's one point. But I'm trying to figure out who are the other bidders -- I mean, can we rule out it was Nova, Universal Coffee or Elwood for the items that would be about 137 items?

Can we rule out these other bidders?

MS. HALL: I would have to find

out who are the other bidders at this point. I don't have that information because it's indicated it's been bid out. I can get the information for you.

LEGISLATOR ABRAHAMS: Okay.

MR. BECKER: I think he went back in the anteroom to make a phone call.

LEGISLATOR NICOLELLO: Motion to table.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

All those in favor of tabling this item signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is now tabled until we get the answers to the questions that were posed. Thank you very much.

The next item is a personal services agreement, E-190, between the County of Nassau acting on behalf of the

Nassau County Attorney's Office and Leahy and Johnson, PC.

Motion, please.

LEGISLATOR MUSCARELLA: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Muscarella, seconded by Legislator Kopel. Who is here to speak on this item?

MS. KRISEL: Good afternoon, legislators. Deputy County Attorney Martha Krisel. This is an amendment for additional funds for outside counsel adding $450,000 to a total of $700,000. It's for a litigation matter.

CHAIRWOMAN GONSALVES: Any questions from the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Is it okay if Mr. Cleary comes up for one quick question?

MS. KRISEL: On this personal services contract?

LEGISLATOR DERIGGI-WHITTON: Yes.

I was trying to decipher if this is the same contract as the one that you have listed as number 19 on this list?

MR. CLEARY: I don't believe so. I think this one is not retroactive. It's from December 13th to completion of the services.

LEGISLATOR DERIGGI-WHITTON: I wasn't sure. Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions from the legislators? Minority Leader. Hold on. I'm sorry, do you have another question?

LEGISLATOR DERIGGI-WHITTON: No. He can take it.

CHAIRWOMAN GONSALVES: Minority Leader.

LEGISLATOR ABRAHAMS: Just to piggyback on Legislator DeRiggi-Whitton's question. The item that we are referring to, 19, I guess by coincidence, Mr. Cleary, it has the same time frame. This contract started on 1-1-14 that's why it prompted us to think it was on the list. The amount is

$600,000 even though it doesn't tie into the $450,000 increase. It just seems like a contract with the same vendor while at the same time started in the same year seems to be a coincidence I guess. Am I surmising that correctly, it's a coincidence?

Do we know the merit of those services being provided in Item 19 on the retroactive contract list?

MR. CLEARY: I'm sorry, I know I sent out a revised list this morning. Are you working from the list that was previously distributed?

LEGISLATOR ABRAHAMS: No. This one was submitted as of 9-22.

MR. CLEARY: Okay. So I'm actually carrying the 10-2 list right now so I may actually have a different number on the list. I do not have Leahy and Johnson on this list. It may have come off in the interim.

LEGISLATOR ABRAHAMS: I'm sorry?

MR. CLEARY: I do not have Leahy and Johnson on the list that I sent this

morning. That item was either identified as not retroactive or approved. I'm not sure which. It may have been this item.

There may have been some confusion because of the time frame but this time we are not listing it on the list as a retroactive contract.

LEGISLATOR ABRAHAMS: Just from an administrative standpoint, I know you sent these items to our attention if you can send them to Cecilia Capers our deputy minority counsel, she does the review for us, that would be appreciated.

MR. CLEARY: Sure.

LEGISLATOR ABRAHAMS: I don't want to get into the merits of this. I don't want to get into the merits that would warrant us to go into executive session, so I'm not going to talk about the case, per se, but I do have a question in regards to the amount of claims that have been submitted by Leahy and Johnson for payment and how much has been paid to date.

MS. KRISEL: This vendor does

other work for the County Attorney as well.

LEGISLATOR ABRAHAMS: I mean on this particular.

MS. KRISEL: On this particular one?

LEGISLATOR ABRAHAMS: Yes.

MS. KRISEL: I think that I did. I'm going to double-check, if you would like me to, but I think we have made payments and to make any additional payments we need the extra money. I think claims have been submitted and processed, but, Christy, can you call over and confirm that?

LEGISLATOR ABRAHAMS: Do you know how much?

MS. KRISEL: I personally do not but I can have a phone call made over to accounting over at County Attorney to get that information.

LEGISLATOR ABRAHAMS: My next question would be, according to our back up, this was voted on in the Rules Committee on June 30th, 2014. At that time it was E-161-14, but it appears at that time the

contract was not fully executed by the County Executive's signature until seven months ago on March 1. Can you explain to us or clarify that large --

MS. KRISEL: Legislator, I personally cannot. I'm not familiar with that round of approval, but, again, I will be happy to get that information for you.

LEGISLATOR ABRAHAMS: I would ask for a motion to table, Madam Presiding Officer.

LEGISLATOR DERIGGI-WHITTON: Seconded.

CHAIRWOMAN GONSALVES: Moved by Minority Leader, seconded by Legislator DeRiggi-Whitton. All those in favor of tabling Item E-190 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is tabled until we get the additional information.

MS. KRISEL: We are working on it and I will signal to you when we have all

that information in place.

CHAIRWOMAN GONSALVES: I believe we have the information for A-49 and at this point I need a motion to untable A-49.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel. All those in favor of untabling A-49 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is untabled. What did you find out?

MR. SCHLERNOFF: The names of the three other bidders were Nova, Universal Coffee, and Elwood International.

LEGISLATOR ABRAHAMS: They were awarded the contracts under the $100,000?

MR. SCHLERNOFF: Yes, their total would be less than $100,000.

LEGISLATOR ABRAHAMS: I have nothing further.

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CHAIRWOMAN GONSALVES: Are there any other comments or questions regarding this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of A-49 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three. We're waiting for the additional information, correct, so we are not going to untable E-190, so we will move on to the next item which is E-192, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Public Works and Lockwood Kessler and Bartlett, Inc.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Kopel, seconded by Legislator Muscarella. Mr. Arnold.

MR. ARNOLD: Ken Arnold, Department of Public Works. E-192 is a contract amendment with LKB for our civil site construction management contract.

This is a retroactive contract but I would like to state the contractor is not working at any risk right now, he is working under an open encumbrance and the contract allows him to complete ongoing work.

This amendment will allow us to extend the contract 18 additional months and add new money into the contract to cover future work that the department needs covered.

CHAIRWOMAN GONSALVES: Any questions of Mr. Arnold? Yes, Minority Leader.

LEGISLATOR ABRAHAMS: Ken, what's the source of this money?

MR. ARNOLD: This would be capital funds.

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LEGISLATOR ABRAHAMS: From what bond?

MR. ARNOLD: Mostly road resurfacing at this point.

LEGISLATOR ABRAHAMS: When was that bonding approved?

MR. ARNOLD: I believe a year ago this month.

LEGISLATOR ABRAHAMS: How much is left of that money?

MR. ARNOLD: I would have to go back and put that together.

LEGISLATOR ABRAHAMS: Our records indicate there's well in excess of more than half available, over $35 million; does that seem accurate?

MR. ARNOLD: That seems a little high but I know that there are significant projects that are out to bid and being awarded so that number could be that high in the financial system but a lot of it is allocated towards phases that we are working towards getting contractors on board for.

LEGISLATOR ABRAHAMS: But it

sounds like obviously there's money to do road resurfacing?

MR. ARNOLD: That is correct.

LEGISLATOR ABRAHAMS: Nothing further.

CHAIRWOMAN GONSALVES: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. Good afternoon, Mr. Arnold. I have a question that is in the similar vein to Legislator Abrahams regarding how we're using the bonding capital money.

So you've stated there's capital money available to now do road paving and road work, correct?

MR. ARNOLD: That is correct.

LEGISLATOR BYNOE: Is there money also available for traffic studies because I know this body some months ago did some bonding for traffic studies?

MR. ARNOLD: That is correct.

LEGISLATOR BYNOE: So the other day I was requesting that we look, because

it was a request made to my office from the local fire department in Westbury who stated they were having trouble accessing and exiting from the fire house during emergencies.

It was stated that I should look at putting in a CRP for a traffic study. I found that odd. Is there money available to do traffic studies?

MR. ARNOLD: As I stated in my email, there's two pieces of that work. The the study the department can look at, I have been working on a response back to your aid's question, but any installation of that equipment, because it is on a non-county facility.

It has to be installed in the fire house and maintained by the fire department. We always look for the CRP funding to cover that work.

LEGISLATOR BYNOE: But there is money available for us to even do the study to determine if there is some sort of intervention required?

MR. ARNOLD: I will look back in my notes to make sure that's something we can do. I don't remember the last time that I did it if it required CRP. I have to talk to my bond counsel.

LEGISLATOR BYNOE: Thank you.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Just to follow-up with a bunch of the requests I put in for the traffic studies seem to be rather slow. Is there a large cue of these projects?

MR. ARNOLD: Yes, the department has a very large cue of these traffic requests. We work very diligently to get to them all, but, yes, there is a very large cue.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Legislator Bynoe.

LEGISLATOR BYNOE: So that leads me to the question that we should or could be doing to alleviate the bottleneck so if

there are safety issues I think we need to be looking at them as expeditiously as possible. So, is there something that we can be doing differently?

MR. ARNOLD: The department has this issue, we brought on a new director of engineering. We're in the process of bringing another engineer on for the traffic group and we're also looking at our consultant support and working with the union on that aspect also to address these situations.

LEGISLATOR BYNOE: I have one that's in from December of 2015 and so I'm definitely concerned.

MR. ARNOLD: All the items are looked at, they are triaged to make sure there is no high level safety issues that we address immediately, and then they're all put in the cue to be addressed.

If someone is looking for a signal or something new, if there's an accident associated with that, those are culled out and they're looked at first.

Everything else is put in the cue and looked at in a timely fashion.

LEGISLATOR BYNOE: Okay. So we're looking at staffing a little differently so that we can achieve better outcomes, quicker outcomes?

MR. ARNOLD: Yes. We're looking to address those.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I was told that part of the delay for some of the traffic studies and things was coming from the Comptroller's Office; have you experienced that?

MR. ARNOLD: Well, if we bring a consultant on board for a project, that advisement needs approvals from many levels. So there are always delays. You're probably speaking to the Manorhaven study. We got that approval today, but we have to wait for the paper to be processed through, not just the Comptroller's Office, but all the other agencies.

But the Comptroller's Office is right now our longest time we wait for.

LEGISLATOR DERIGGI-WHITTON: Right. That I guess is what I was trying to get at. That would be the number one delay you think, right?

MR. ARNOLD: Well, they have their process, and I wouldn't call it a delay, I would call it their process.

LEGISLATOR DERIGGI-WHITTON: Right, and we're just trying to see if what we can do to make it --

MR. ARNOLD: We work with them on a constant basis --

LEGISLATOR DERIGGI-WHITTON: I'm not suggesting there is a problem, I'm just wondering what takes the longest amount of time, but if that's the case, that should be looked into a little just to have it.

MR. ARNOLD: If things are approved, and we have the new CRS system, the electronic routing for these items, so things are improving as people get used to the routing of the advisements in the

contracts.

LEGISLATOR DERIGGI-WHITTON: Thank you, Ken.

CHAIRWOMAN GONSALVES: Any other comments from the legislators?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-192 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Do we have the information for 190?

MS. KRISEL: We do not have it at this time.

CHAIRWOMAN GONSALVES: Okay. Then I'm going to leave it tabled and recess rules and then come back after Public Safety and Finance have had an opportunity to meet and discuss the items on their agendas.

So, without any further ado,

Rules is now recessed and Public Safety is next.

MR. BECKER: Jeffrey Clark wants to make a statement on behalf of the county clerk and it would be okay if he makes it now before Finance, Public Safety and other committees rather than have him waiting around for an extended period of time?

CHAIRWOMAN GONSALVES: Mr. Becker, is it on an item?

MR. BECKER: It's on the budget. It won't be that long so I guess we can wait.

MR. BECKER: Okay. It's your decision.

(Whereupon, the Full Legislative Committee recessed at 1:40 p.m. and reconvened at 2:57 p.m.)

CHAIRWOMAN GONSALVES: Rules is back in session and I'm going to ask for a motion to untable Item E-190.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by

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Legislator Nicolello, seconded by Legislator Kopel. All those in favor of untabling E-190 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is untabled. I believe we have information that was requested, correct?

MS. KRISEL: Yes. Deputy County Attorney Martha Krisel. I apologize for not having the information ready earlier.

Legislator Abrahams, I believe you had two questions; one being how much money had been paid to date and the answer is $215,000.

And the second question pertained to what had been described as a delay in the passage as opposed to the execution of the underlying contract. The answer to that question is that the contract was executed when funds did become available, at the time there was a delay in the funds becoming available. So that was the delay factor.

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LEGISLATOR ABRAHAMS: If I may, Madam Presiding Officer.

CHAIRWOMAN GONSALVES: Minority Leader, yes.

LEGISLATOR ABRAHAMS: Thank you. I want to thank you for getting that information quickly.

I feel based on what you said in your first response, you said 250 or 215?

MS. KRISEL: 215.

LEGISLATOR ABRAHAMS: And the original amount was 250?

MS. KRISEL: That's correct.

LEGISLATOR ABRAHAMS: I hate to ask my next question and obviously knowing the circumstances of this case, I'm trying to be conscience of the fact that we may need to go in executive session.

I need to make sure I'm clear, what status, without talking about the case, what status are we at in the case, are you at liberty to discuss that?

MS. KRISEL: Not at this time.

LEGISLATOR ABRAHAMS: You have to

go into executive session to tell us that?

MS. KRISEL: Correct.

LEGISLATOR ABRAHAMS: I'm trying to get an understanding of where we are in the case and how that commensurates with the 215 that we have spent. That's kind of what I'm trying --

MS. KRISEL: So there has been, just in the normal course of litigation there have been proceedings that have taken place to date. That's resulted in those expenditures and those payments and the need for the additional expenditures.

LEGISLATOR ABRAHAMS: Hold on one second.

Counsel has advised me that the proceedings obviously are part of the public record. Being that they're part of the public record, anyone from the public can access them. Can you tell me where we are in regards to those proceedings?

MS. KRISEL: There has been a fair amount of discovery that's taken place.

LEGISLATOR ABRAHAMS: Any

motions?

MS. KRISEL: There have been certain motions that have been made but I would need to regroup with our back up on exactly what those motions have been to the extent that I would be comfortable not being in executive session.

LEGISLATOR ABRAHAMS: Hold on a second. Thank you. I don't have anything further.

MS. KRISEL: Thank you.

CHAIRWOMAN GONSALVES: Any other questions?

(No verbal response.)

Any public comment? Meta Mereday.

MS. MEREDAY: Meta J. Mereday, Baldwin resident. Just curious as to where these additional funds were found for this, just curious.

Clearly this wasn't a set amount, it wasn't something, again, not having the background on the case, per se, but when we say you're doing an amendment, in essence,

that's a change order which is a request for funding, that wasn't something that was already budgeted.

So, again, the public might want to have an idea where we're getting all these additional funds for these various and sundry court cases requiring attorneys outside of the County Attorney's Office. Thank you.

CHAIRWOMAN GONSALVES: There being no other comments, all those in favor of E-190 -- yes, Minority Leader?

LEGISLATOR ABRAHAMS: Just in regards to Ms. Mereday's question. The source of the funds?

MS. KRISEL: There is a contract fund in the police department.

LEGISLATOR ABRAHAMS: It's funded through the police department?

MS. KRISEL: Correct.

CHAIRWOMAN GONSALVES: There being no other comments, all those in favor of E-190 signify by saying aye.

(Aye.)

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Any opposed?

(Nay.)

The item passes four to three.

Now, what is usually the case when it comes to the other items on the Rules Committee, there is what we call a consent calendar and I been informed that there are several items that have gone through committees and are consensual.

Please incorporate the testimony from those committees, incorporate by way of reference.

(Whereupon, please refer to the minutes of the Finance and Public Safety Committees dated 10-2-17 pertaining to Clerk Items 354, 362, 363, 367, 368, 369.)

So now I'm going to those items that are on the consent calendar. Here we go. Beginning with Item 354, Item 362, 363, 367, 368, 369.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Nicolello, seconded by Legislator Kopel. All those in favor of those items signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

These items went through committees, Mr. Lachapelle. These items went through committees. That is the legislative budget.

MR. LACHAPELLE: I would just like to reiterate what I said in the Finance Committee a couple of minutes ago.

I would like to add that I heard from this board that a yes vote on the budget isn't an endorsement of the budget which kind of defies logic.

If you're not here to be a check and a balance to the executive, what exactly are you here for?

I just want to reiterate why we are opposed to this fee and we suggest that you vote it down today so that we can move forward with the budget and when you debate

on a budget tonight at the hearing, we are debating on a budget that we can all agree on and doesn't contain any fees.

So, the two reasons I want to point out is that this is based on uncertain revenue. The amount of home sales -- it's completely dependent on the amount of home sales transacted in the county and you can't pinpoint that. The best mathematician in this room can't pinpoint that number.

I'm afraid we will be back here in a year if you pass these fees looking to increase more fees.

I really don't endorse the idea that you need to vote yes to this budget to move forward.

I think that's a colossal waste of time. If there is no appetite for these fees to be passed, then let's vote the budget down now so we can move forward and pass a budget that we all have an appetite for. Thank you.

CHAIRWOMAN GONSALVES: I did call those items. Legislator Kopel, go ahead.

LEGISLATOR KOPEL: Tim, I want to say that the fact that we're passing this through should not be misconstrued over here.

What we are simply doing is we are simply recognizing that the entire Legislature is interested in discussing many of these items.

Essentially what we are doing is, instead of vetting it here, we are punting and we're giving it to the entire Legislature where it's going to be getting heightened scrutiny from many more people.

So, basically, all we're doing is not considering it now. That's all this really is.

It's simply a requirement that it must go through Rules, that's what we're doing. By no means I don't believe that any member of the Rules Committee would be ready to endorse the budget as it was presented to us by the County Executive.

I don't think anybody on either side of the aisle, I don't believe that

anybody is ready to rubber stamp it. That's not what this was. Don't be concerned about that.

MR. LACHAPELLE: So you will be voting no?

LEGISLATOR KOPEL: On your items I certainly will. I will let other people speak for themselves.

CHAIRWOMAN GONSALVES: There will be a time.

LEGISLATOR KOPEL: I don't think it will be today at all.

CHAIRWOMAN GONSALVES: There will be a time. All those in favor of the items that were called signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items pass unanimously.

Now for those items that are part of the non-consent calendar; and beginning I'm going to call three of them together; Items 351, 352 and 353.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel. I believe that they were discussed in Finance at length but if there are any other questions from my colleagues, and I believe that Minority Leader has a question or two.

LEGISLATOR ABRAHAMS: It was my understanding, and I exacted through the Finance hearing that the questions weren't allowed to be asked because we were going to ask them at a later point.

I think the greater point that was trying to be made by my colleagues is the fact that there are revenue aspects to this budget, let's just call it what it is, there are fee increases tied to this budget, and to vote for a budget ordinance that has those fee increases, but, again, those fee increases as far as I can see have not been calendared for any legislative particular day, to add those to pass a budget ordinance

is almost in a way endorsing those fees to be increased because we haven't even considered the fees.

So I think, as Legislator Bynoe said it, you're putting the cart before the horse. We kind of know what happens with fee increases in this county. I think that's why we are pushing for them to be called or at least to have debate and discussion, and I think speak to what Mr. Lachapelle and others have talked about in regard to the fees.

I am glad to hear from you, Howard, that the fees have no appetite and are not going anywhere.

If we're not going to vote for the fees but vote for a budget ordinance that includes fee increases to the tune of $75 million, I understand, but we should be a little cognizant to the public because we are sending a very conflicting message for the folks that are covering us here today, whether they be from the public or even from the media, they are covering -- the

Legislature is voting for an item that includes these items as part of its document.

Just to get to my point that I didn't get a chance to make yet --

LEGISLATOR KOPEL: Would you allow me to respond to that point?

LEGISLATOR ABRAHAMS: Okay.

LEGISLATOR KOPEL: And that is why I did jump in precisely to avoid people misconstruing it in that manner. That is why I jumped in with my comment and said that it should not be and what we are really doing is passing items of such serious import to the entire Legislature to review, and it's a technical requirement that we just have it go through Rules.

I think I've said it quite plainly and I think it's true for all of us.

LEGISLATOR ABRAHAMS: And, Howard, I respect that position, however, I think most people from the public have experience that this Legislature has especially in a year where the Legislature,

all 19 legislators are pursuing re-election or all 17, are pursuing re-election, going into November 7, it just seems to me to add a process that is transparent, to add a process that is open, it seems to do these fee increases or consider them on the eve of an election, or close to that eve, or in some cases, as we have seen in this body, consider them after the election, to me, seems -- that's not an assumption, that's actually happened. We have approved fees after the election has occurred.

That being said, I think that's where we are and we want to be able to ask these questions in this body and, to me, it seems more appropriate to ask these questions in committee.

If there is no appetite, as Mr. Lachapelle has said, if there is no appetite to do them, then we have to get to work. We have well over -- we're working on well over 25, $30 million. That number is growing in potential amendments.

Let's get to work now and let's

fix this stuff now.

Let's amend the budget now and let's make sure that we have a very concrete message to the public that we will not consider the fee increases as they appear or, Madam Presiding Officer, maybe you can even make it more clear and say they will not be called for the 2018 budget. If we can make that statement now, it would carry much more weight.

CHAIRWOMAN GONSALVES: Minority Leader, the fact that we are teeing up the budget items today does not mean that the budget items, that we the budget that we vote on October 30th is going to be the same.

You can take that, and, just like you just said, that you're working in ways to compensate for not imposing the fees, guess what? And so are we.

We are doing what we should do. This is the budget that the County Executive has presented to us. We tee it up for the committees and for the budget hearings.

When it comes to October 30th, that's when we decide what is going to happen and what's not going to happen.

So, the same budget that you see today, most likely is not going to be the budget that you see on October 30th and we're not going to be waiting until Election Day or after.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, you do understand you are passing a budget, which we are not going to support at this time, because obviously it includes historic amounts of increases in fees, whether it's public safety, tax verification, tax map verification. It includes enormous fees.

You are passing a document and at the same time you are saying you're going to change the document.

It makes better sense to send a very clear message that we are not supporting those fees not at this time, at all. That's been our message. We've been very clear that we are not supporting those

fees and we plan to submit amendments to address those fees.

CHAIRWOMAN GONSALVES: I believe, Minority Leader, I think we are both on the same page, but the process is different. I know what you are trying to do and what you're trying to say.

LEGISLATOR ABRAHAMS: The part that is a little bit different and disconcerting, Madam Presiding Officer, in all due respect, is the fact that this legislative body waits until the eve of the election to either vote for the fees, or, what's even worse, we've passed the fees after the election.

That's the whole point of having a budget process and a Charter that the budget vote take place before the election on October 30th.

CHAIRWOMAN GONSALVES: And it will take place October 30th which is approximately one week before the election.

So, the budget that you see today, will most likely not be the budget we

vote on on October 30th because between now and then we are doing our due diligence to find the resources --

LEGISLATOR ABRAHAMS: So basically we're saying -- if I understand this correctly, then we are not going to pass the fees going into the October budget vote, October 30 budget vote? No fee increases will be passed? See, that's the problem. If we can't come to a resolution on that, then I don't understand.

CHAIRWOMAN GONSALVES: Listen to me, Minority Leader. I said to you that the budget that you see before you today, or that we are voting on today, to tee it up for the hearings, is not going to be the same budget we vote on on October 30th.

The way you want to read it, if you said you are looking for resources to compensate for the loss of the revenue that would be generated by these fees, and so are we.

So, together, together, that could very well mean that come October 30th

that the fees may not be in the budget.

LEGISLATOR ABRAHAMS: I understand.

CHAIRWOMAN GONSALVES: But we're not waiting until after election. That's been done before. It's not going to happen now. It also happened when we had tax increases that were done after the election and we were not in the majority. So enough is enough. I don't want to go there.

LEGISLATOR ABRAHAMS: You would have to refresh my memory on that.

CHAIRWOMAN GONSALVES: I'm not going to refresh your memory. I don't want to debate this at this point.

I think it's important at this point that we just move forward so we can do what we have to do in the next two or three weeks.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, you made a reference to tax increases being increased after the budget. I would need to understand when that happened. I don't recall that

happening.

CHAIRWOMAN GONSALVES: You may not have been here.

LEGISLATOR ABRAHAMS: I have been here for 15 years. I don't recall. I recall that happening just recently -- the County Executive had proposed a three percent tax increase and you guys rejected it until after the election.

CHAIRWOMAN GONSALVES: I don't want to debate you, Minority Leader. Legislator Nicolello.

LEGISLATOR NICOLELLO: The process, we do have these two hearings; one of which is tonight, one of which is on October 20th.

We do have, according to our rules, we have to submit amendments. So the amendments or potential changes to the budget will be on the table, so to speak, by October 23. It's not on the eve of the election.

The actual adoption of the budget on October 30th is a good week before the

election, not on the eve of the election. So we will be doing what we have to do on that date.

We are very interested to see what the minority proposes this year. I'm sure they are interested to see what we will propose and we will have a good two weeks before the election when that's on the table. The process is what it is. It's completely transparent; people are going to see exactly what we do well before the election.

LEGISLATOR ABRAHAMS: Deputy Presiding Officer Nicolello, the process is not transparent because the folks that are coming here tonight cannot speak to the budget. That's the problem.

LEGISLATOR NICOLELLO: If they stick around for the next hour and a half for the budget hearing, if they stick around, they can speak to the budget.

LEGISLATOR ABRAHAMS: No, no. The folks that came here to speak on the budget is public safety related. It's going

to be the police department. The correction officers. It's not going to be Ms. D'Alleva, and Eric Naughton, that's the problem.

Our questions are more tied to the fact that there are $70 million in fee increases that are in this budget.

So that means the public has to wait two weeks minimum or possibly into October 30th before we get an answer. And kind of what Ms. Mereday said earlier, it's like, well, we voted for it already and we weren't able to save all of the fee increases but we saved some. That's the problem.

LEGISLATOR NICOLELLO: Are you in communication with Ms. D'Alleva? I'm sure if there are questions that are so urgent, if you need this to formulate your amendments then I'm certain that she will give you whatever information you want. If it's a matter of you developing your amendments.

LEGISLATOR ABRAHAMS: But she's

not scheduled to be here and as a matter of the public, she's not scheduled to be here later on.

LEGISLATOR NICOLELLO: We're going around in circles.

CHAIRWOMAN GONSALVES: Hold on. On the 16th of October, we have a Full Leg meeting. We have public comment at that particular time.

There's an opportunity for people to voice their concern at that time and they could be budget related as well. At this point in time --

LEGISLATOR DERIGGI-WHITTON: May I, Norma?

CHAIRWOMAN GONSALVES: You may.

LEGISLATOR DERIGGI-WHITTON: I just have a difference of opinion as far as the procedure goes, I know, surprisingly.

But to pass something through by voting yes, that's giving the public the perception that we approve of what we're voting on.

I really think for a hearing to

be held, for a committee to be held and not be able to ask any questions, the whole point -- I understand that finance has questions, but I sit here and I listen, and there were a few things that they had questions about that that made me think of some questions and then I'm sure if we go through the same issues under Rules, there are other things that we can think about that we may want to follow-up at the hearing.

So to not ask questions during a committee, which gives us all reason to think about things, and then have a couple of hours to think about it if we have to and then ask a different question at the hearing, and to just vote yes on something that, basically, Madam Presiding Officer, you just told us isn't going to be the item at some point, I feel very uncomfortable with that procedure.

I believe that's absolutely opposite of any kind of transparency that this board should stand for.

CHAIRWOMAN GONSALVES: I'm going to have the final statement. The final statement is this: Every year when a budget is presented to us, we do look at it very diligently with every effort to make sure that those items in the budget are not offensive to the public.

And we're doing exactly the same thing now. We have a job to do and that job is to review the budget as presented to us by the County Executive, and if we don't like what he sent down to us then let me say to you, we have the right and the ability to change that budget and this has been the procedure ever since I have been here.

So to underestimate the fact that this particular item or items are not going to be changed or that this is what we're going to be doing down the road when it comes to the final vote -- and let me also say this to you, we are seven people sitting here. There are 11 people who are not here. They also have the right and the ability to ask the same kinds of questions that you are

asking. Now, without any further ado --

LEGISLATOR ABRAHAMS: Nobody is taking that -- see, this is where we get bogged down with misinformation. Nobody is taking that right away from the other 11 members. All we are saying is, we want to be able to ask questions on something that is as big as $75 million in fee increases. Where is the money going? How is it making these departments better?

I think a lot of these questions came up in public comment and, because we have this archaic policy of not asking questions when it pertains to $75 million in new fees, which sounds like are dead on arrival, I don't understand why we can't ask the questions.

To say that both the departments are coming later on tonight and tomorrow, who made the determination that we were going to raise fees by $75 million? Who made that determination?

That's a budget OMB administrative policy. The folks in the

Police Department, in the Clerk's Office clearly told there was a representative from the Clerk's Office said we are against the fees. So who made this decision?

If the County Executive made the decision, he should answer these questions before this legislative body moves forward. To me it doesn't make any sense. It's dead on arrival, that means we got to roll up our sleeves and get to work now.

CHAIRWOMAN GONSALVES: We are doing that. There is nothing stopping us from doing that.

LEGISLATOR ABRAHAMS: No. We are kicking the can down the road because I'm willing to say we are going to come up with our amendments. You may not like our amendments. Therefore, since you do not like our amendments, our amendments will not pass.

CHAIRWOMAN GONSALVES: I'm calling the question. I just said, I'm calling the question.

LEGISLATOR BYNOE: Presiding

Officer, I didn't have an opportunity to address this issue.

CHAIRWOMAN GONSALVES: Were you on Finance?

LEGISLATOR BYNOE: I was on Finance.

CHAIRWOMAN GONSALVES: I just said that we're calling the question.

LEGISLATOR BYNOE: It's a different audience. You weren't on finance, Presiding Officer.

CHAIRWOMAN GONSALVES: I was listening in the caucus room.

LEGISLATOR BYNOE: I would like to present a reasonable request.

CHAIRWOMAN GONSALVES: All those in favor of 351 -- I'm sorry, I called the question, 351.

LEGISLATOR BYNOE: Presiding Officer, I make a motion to table.

LEGISLATOR DERIGGI-WHITTON: I second it.

LEGISLATOR BYNOE: On the motion, Presiding Officer --

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LEGISLATOR NICOLELLO: There's no debate or discussion on a motion to table.

CHAIRWOMAN GONSALVES: No debate on a motion to table. You know that.

LEGISLATOR BYNOE: I need to explain my vote in support of the tabling of this.

CHAIRWOMAN GONSALVES: No, you don't.

LEGISLATOR BYNOE: I do need to. I feel that I need to. The point --

CHAIRWOMAN GONSALVES: When you vote -- no, you're not doing that now.

LEGISLATOR BYNOE: So call the vote.

CHAIRWOMAN GONSALVES: All those in favor of tabling 351, 352, 353 signify by saying aye.

(Aye.)

LEGISLATOR BYNOE: To explain my vote --

CHAIRWOMAN GONSALVES: I'm telling you right now, I just said, I gave you an opportunity to call for a table. I

also said I wanted to call the question. Since you voted in the affirmative you can.

I will do it again, all those in favor of tabling 351, 352, 353 signify by saying aye.

(Aye.)

Those opposed signify by saying nay.

(Nay.)

LEGISLATOR BYNOE: I'm explaining my vote to say that, Presiding Officer, that I actually agree with everything that was said by Legislator DeRiggi-Whitton and Legislator Abrahams.

I do think this whole process is out of order, and that I think that we should have the hearing before the committees because it's during these committees that we can do the work of presenting possible solutions to any issues that we find in the budget.

I think that we're rendering this particular committee impotent because we are not doing what we should be doing. We are

ineffective and we might as well not have committees if we are not going to follow the Charter.

LEGISLATOR KOPEL: If you have a real solution, we would love to hear the plan.

LEGISLATOR BYNOE: We might be able to through meaningful conversation.

CHAIRWOMAN GONSALVES: The motion to table fails.

LEGISLATOR BYNOE: Through meaningful conversation, we might come up with a solution. We might work together and come up with a solution.

LEGISLATOR KOPEL: That's what we're going to do.

LEGISLATOR BYNOE: We can't do that if we go into public hearings. That's not how it works.

LEGISLATOR NICOLELLO: I just wanted to note for the record that if we continue to go in circles we will be starting the hearing, so --

CHAIRWOMAN GONSALVES: The motion

to table fails four to three.

Now for the items themselves; 351, 352, 353, all those in favor signify by saying saying aye.

(Aye.)

Any opposed?

(Nay.)

The items pass four to three. I'm sorry, sometimes we can get full of ourselves. Let's go.

The next item that was not on the consent calendar is Item 360 I believe, a resolution authorizing the County Executive to execute an amendment to grant agreement between the County of Nassau acting on behalf of the Department of Parks, Recreation, and Museums and the Levittown Post 1171, Inc.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

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MS. KRIEB: Eileen Krieb, Department of Parks. This is an amendment to extend the term from December to March to give the Levittown Post a chance to satisfy their advanced grant that was given to them for a Vietnam monument.

CHAIRWOMAN GONSALVES: Any questions for Ms. Krieb?

(No verbal response.)

Any public comment?

MS. MEREDAY: Meta J. Mereday, Baldwin resident. And, guess what? I'm in support of this one, just so you know.

The reason I am in support of this one is because, at least for no other reason, the fact that we are doing something, there's actually something on this agenda for this group that pertains to veterans. So I am definitely in support of this.

And, while I'm here, since I was not recognized for public comment for the prior discussion, since it was cut off and the public was not allowed to speak on the

issue, again, I reiterate our concerns in regards to this budget. It just poses the question since most of you in the public and Newsday and everyone else knew about these egregious fees that even the County Clerk is opposed to, why wasn't that opportunity, if this side has ideas --

CHAIRWOMAN GONSALVES: Ms. Mereday, stay on topic. Are you in favor?

MS. MEREDAY: You did not give me the opportunity to speak on that, so that's why I was putting it on the record while I'm here.

CHAIRWOMAN GONSALVES: Speaking on Item 360 and you said you were in favor it. That's it.

MS. MEREDAY: Not exactly. Because you did not give me the opportunity for the public comment that I was entitled to because I did acknowledge myself in the public quietly.

So I'm putting it on the record that I am in support of this item and it's my hope that we have other items that can

positively impact our veteran community. Thank you. I'm still waiting.

CHAIRWOMAN GONSALVES: I told you, you and I are going to talk one of these days regarding the veterans.

All those in favor of 360 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Everyone is in favor. So it's unanimous.

We have 361, a local law amending Title 24 of the miscellaneous laws of Nassau County in relation to extending the Hotel Motel occupancy tax.

I heard a great deal of discussion from I believe Legislator Bynoe while I was in the caucus room listening to everything that was being said here. Trust me, I listen. Any further questions?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by

Legislator Nicolello, seconded by Legislator Kopel. Yes, Minority Leader.

LEGISLATOR ABRAHAMS: If I may. Thank you, Madam Presiding Officer. Just more of a general comment. This is not really directed at the administration but it seems to follow a common theme in regards to projects from folks from this side, don't really receive the full consideration that they should.

The reason why I say that is because, as we saw earlier, or last week with the Uniondale street scape, in regards to the improvement of the downtown Uniondale community, there are four projects that have not been called that all resinate from Legislator DeRiggi-Whitton's district, the Village of Sands Point, the friends of Cedarmere, Baxter Pond Foundation, and Sea Cliff Chamber of Players.

All of these projects are very worthy as we've seen in the 2016 list of projects. Money that goes to the Historical Society of Massapequas, African American

Museum, friends of Bailey Arboretum, ChrisEvers Yearling, East Meadow Soccer Clubs. These seem to be all vital places where money is going in regards to the Hotel Motel.

But for whatever reason, we have not seen these items be called. The County Executive has sent these items down. They all have clerk item numbers. They seem like they're worthy for funding and for some reason they do not get called.

It seems like they follow the same theme as the CRP and the IMAs, like there is some type of back door punishment to the folks on our side of the aisle.

So, again, although we plan to support this item 361-17, we are just noting for the record, again, that there are worthy items and the people of these areas though they may not, most people that pay towards Hotel Motel come from outside of Nassau County, we understand that, but I know full well that most of the vendors they are paying that money to do have businesses in

this legislative district.

And if those monies are coming in, those communities should see a benefit in regards to their particular project or their particular entities and they all have clerk item numbers totaling $112,000, which the County Executive has sent down and said they should go forward, but they have not seen the light of day in terms of debate or discussion today in the Legislature.

I'm sorry, can you comment on why and when can we anticipate them being called?

LEGISLATOR NICOLELLO: When are you going to vote for the capital plan? If you want to do this, we can do this every week. You know what our position is. We know what your position is. We can do this every week if you want.

LEGISLATOR ABRAHAMS: Rich, for you to say that -- I know you say that in part jest, but, in all seriousness, that has nothing to do with what I just talked about.

This is Hotel Motel money.

Nothing to do with bonding. Not one thing to do with bonding.

These projects are all worthy. To say that there is some type of -- it's political extortion.

The bottom line is, to tie these projects, which are all viable, to capital bonding, which quite frankly Mr. Arnold said, for the record today, there is well in excess of $30 million, your argument was that there was no money for resurfacing folks. These guys are holding up everything.

Mr. Arnold said for the record that there is well in excess of money to do road resurfacing. So where is your argument coming from that we need to do in excess of $160 million in capital money today in order for Democratic projects to go forward?

You guys are holding this up because you want your cake and you want to be able to eat it too all in the same day. It's not right.

The people of this county, all

people of the county; whether they live in Uniondale, Roosevelt, Massapequa, Glen Cove, Locust Valley, they all pay taxes.

They all have the right to see their money be spent. You are holding up -- I can't even say you are holding it up for financial reasons because Mr. Arnold said on the record today, that's why I asked the question, that there is money there for resurfacing.

So I don't understand your argument, what are we holding up? Tell us what projects are being held up that you can codify by the record because the road resurfacing is not it. We just did the road resurfacing today and there is money there for additional contracts that are being bidded.

So, tell me specifically what we are holding up? And don't say the dollar amount of bonding again because the road resurfacing was a big part of your argument last week and the road resurfacing has more than enough money. I would love to hear it.

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CHAIRWOMAN GONSALVES: Again, I think we are really going astray for a while. 361-17 has nothing to do with what you're saying. It doesn't. Because many of those projects that you are talking about are not funded through Hotel Motel. I know what you are trying to.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, Legislator Nicolello said, and I know part of it was in jest, he said, when are you going to vote on the capital plan, and that's what opened the door for me to talk about all these other projects.

CHAIRWOMAN GONSALVES: I know and I can open two other doors and I'm not going to do it.

LEGISLATOR ABRAHAMS: Okay. But, to me, it seems like the capital plan vote is tied to hurting Democratic districts in which we should be in the business of helping all taxpayers, whether they live in Massapequa, Glen Cove, Farmingdale, Uniondale, it doesn't matter. They pay

their taxes, again, I want to remind this legislative body, the money that we are talking about for the capital plan was previously bonded. The County Executive sent these items down for a vote.

This legislative body still refuses to consider it. It's like some personal political extortion vendetta. Then, on top of it, today, the Hotel Motel money, which we plan to support, we want to encourage tourism in Nassau County, that's absolutely not the case.

But, here we are, because the money can be spent. There are four items. If there was one, I would say, you know what, we don't have an argument. But there are four items that exist from Legislator DeRiggi-Whitton's district that she presides over, and, again, all four of them can't even receive the light of day.

CHAIRWOMAN GONSALVES: Okay. Minority Leader, one more comment and it's going to Legislator Nicolello.

LEGISLATOR NICOLELLO: I have to

say that if that's the standards, what he's announcing, that our votes, or our failure to pass things has hurt people in some of the districts, I have to say that you guys are much better than us because by failing to approve the bond issue voting, the business in this county, you are hurting every district.

So you are better at this than we are, so you guys, by holding up $93 million in funding, whatever the number is, is hurting every district.

LEGISLATOR ABRAHAMS: Rich, let's be honest, we're not hurting anybody. Mr. Arnold got up there today and said there's money for road resurfacing. We are moving forward with road resurfacing.

We just passed a contract based on the $50 million that was passed in October, we passed money for road resurfacing. So tell me what we are holding up? Tell me exactly what we are holding up. Other than your --

LEGISLATOR NICOLELLO: You don't

want to hear my answer.

LEGISLATOR ABRAHAMS: I would love to hear a direct answer to the question. I'm asking. Tell me how, out of the $90 million you are proposing, tell me exactly which projects, specifically, we are holding up.

LEGISLATOR NICOLELLO: We will give you the list.

LEGISLATOR ABRAHAMS: Because you don't have it.

LEGISLATOR NICOLELLO: I don't have it in my hand.

LEGISLATOR ABRAHAMS: But you hung your hat on last week that we were holding up the resurfacing. Go back and check the records. You hung your hat that we were holding up massive road projects across Nassau County because Democrat won't budge, and traffic studies are not happening. That was your words last week.

Then, when I had Mr. Arnold here at the podium, he totally contradicted that. He said, no, we have $50 million, and, on

top of that --

MR. BECKER: Legislator Abrahams, he didn't contradict that. You are incorrect. Most of that money is already encumbered is what he said.

LEGISLATOR ABRAHAMS: Fran, to answer your question, the comment was made that we were holding up projects. We are not holding up anything.

LEGISLATOR NICOLELLO: I have a response. You asked me to tell you what you're holding up.

Since you want to hear it. Here we go, sewer pump station upgrades, Sea Cliff sewers, various county parks infrastructure improvements, road resurfacing, E-government, network --

LEGISLATOR ABRAHAMS: You just mentioned road resurfacing.

LEGISLATOR NICOLELLO: You don't want to hear me? You're acting like one of those leftist professors at college, you want to shut everybody else down.

LEGISLATOR ABRAHAMS: Rich, you

are reading from a list that somebody handed you. You just said road resurfacing.

LEGISLATOR NICOLELLO: You asked me to tell you what you are holding up. You are smart enough to understand that because there's some money that they're spending down that's residual money for these purposes, the fact that that money is not going to last forever, these bond issues that are proposed, additional projects have to be done. That's what this represents. You know that.

Once we spend this $30 million, the county doesn't stop spending money. Our road resurfacing and our infrastructure project doesn't stop.

Obviously, the reason we have a capital plan every year is that this work is ongoing. The fact that some money is available spent down doesn't mean we don't need the rest of it. You hold it up for a year and say we don't need it, that doesn't make any sense from a governmental standpoint.

LEGISLATOR ABRAHAMS: I don't think anybody is making an argument that we don't need it. But there is more based on Mr. Arnold's argument that it's there. That part you can't refute.

CHAIRWOMAN GONSALVES: Ms. Mereday, let's go. I'm ready to move. Item 361.

MS. MEREDAY: I'm sorry, I don't really understand. I'm trying to come to the forum to be informed, to understand where our tax dollars are going. I'm not bringing the hostility. I'm really not in any particular mood to be in receipt of it either.

So as it pertains to this law, I am concerned about, again, where these monies are going and how it's being translated, but it's unfortunate because the public does not get the answers to the questions and the concerns continue to grow with regard to asking earlier about where parks and rec money was going and how specifically it had to be earmarked to

Mitchell Field and not getting any background information as to why.

So, since the numbers will always be the same in term of the vote break, you are going to do what you are going to do anyway, but I just feel that, again, the process of governing in this county really has to change and unfortunately it's not going to start with the group before me.

So it really just saddens me that we have to have this type of situation and the needs of those who are voiceless in this county are not being heard. That really makes me very sad.

So, as it pertains to this, I'm just hoping that questions do get asked but they won't get answered, and there is really no point in my mind to have public comment if the public itself is going to be disrespected, if the taxpayers are going to continue to be disenfranchised and overtaxed.

So we will have to continue to be more concerned about the zombie homes

because folks don't really care about the roads in Uniondale, and they don't care about the seniors and those who continue to be the most vulnerable because we are in storm front locations. We have hotels and motels that are closed. So even some of those entities that you feel you are getting a tax from are not even in operation. So what are you doing about that? If this is perceived as a revenue stream, and, again, you are going to be voting on a budget that has no true revenue base, that unfortunately means that the taxpayers are going to be taxed again and the voices of the public are not being heard. You should all be ashamed of that.

The way that you conduct yourselves even among yourselves is very disrespectful and it does not warrant really the majority of you even being re-elected. Again, the voters will have to speak on that issue. And hopefully we can have some type of positive and productive change so that we do not have any type of significant problems

that will arise in this county. Thank you.

CHAIRWOMAN GONSALVES: All those in favor --

LEGISLATOR ABRAHAMS: Madam Presiding Officer, you never answered my question when these clerk items will be addressed.

CHAIRWOMAN GONSALVES: I'm calling the question. The item is 361-17. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

LEGISLATOR DERIGGI-WHITTON: We're going to vote for it but I ask that these be considered since I feel it's personal at this point. These are the only ones in my district. I would appreciate it. They were sent down by the County Executive which I appreciate.

CHAIRWOMAN GONSALVES: Is it unanimous? It's unanimous.

LEGISLATOR DERIGGI-WHITTON: We are going to support it because there's a

lot of good projects but so are the friends of Cedermere and just because I'm the representative, they shouldn't be discriminated against.

CHAIRWOMAN GONSALVES: The next item is 379-17, a resolution to accept a gift offer by the New York Autofest to the New York Police Department.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Muscarella.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff, Nassau County Police Department.

Item 379 of '17 is an item to accept from New York Autofest a donation of one canine vest, approximately $1,000. This is a vest for the dog in case the situation arises that we need to use it for him.

CHAIRWOMAN GONSALVES: Any questions of the lieutenant?

Rules Committee/10-2-17

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item 379-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Now I need a motion to suspend the rules.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor of suspending the rules signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended.

The item is 383-17, a resolution ratifying the act of the County Executive in

executing a memorandum of agreement between the County of Nassau and the Nassau Community College Federation of Teachers.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Muscarella. By the way, again, this is being teed up and will be before the Full Leg on the the 16th.

MS. MURRAY: Good afternoon, Madam Presiding Officer, Mr. Minority Leader and all of the legislators. Kate Murray, here on behalf of Nassau Community College.

I'm also joined by Mr. Frank Frescenda who is the president of the NCCFT.

Before you this afternoon is the NCCFT MOU that was agreed upon. It is a three year agreement that runs from September 1, 2017 through August 31st, 2020. There are a number of changed terms.

Within the MOU, including some work rules, some grievance procedures, of

the members compensation. The changes to the compensation package include some wage increases, reasonable, modest ones, I think Mr. Frescenda would say.

They will be incorporated into the existing graded and step salary plan for 2017, 2018 there will be a one percent increase, in wages in 2018 2019 there will be a one and a quarter percent increase. In 2019-20, they'll be a 1.5 percent increase in salary.

With regard to the first year, the one percent increase for '17-'18 that is included and supported in the 2017-18 Nassau Community College budget which was passed unanimously by this body back in June of this year.

Normally we would have Mr. John Gross who is the chief negotiator for the college to be here. Unfortunately he had a death in his family. He could not make it. He's actually out of state today.

He will, however, appear on October 16th if there were any deeper

questions with regard to some of the substantive items.

Although I know from Mr. Frescenda that he said he's memorized every word of the MOU as a good union president does. So if there are any questions on this MOU?

LEGISLATOR ABRAHAMS: How are you, Kate? Obviously, I think, Kate, you mentioned in your opening statement that this MOA covers -- is covered in not only the budget that was passed earlier year for the 2017-18 but it also is addressed in the multiyear plan as the college perceives going forward?

MS. MURRAY: No. Actually, for this year we do one budget at a time but certainly those numbers will be incorporated. The vice president for finance is beginning to create the budget for '18-'19. And certainly the one and a quarter percent that would be represented in wage increases for '18-'19 would be part and parcel of that budget proposal. But for '17

and '18 it is covered.

LEGISLATOR ABRAHAMS: And then eventually it will be covered?

MS. MURRAY: Yes, absolutely.

LEGISLATOR ABRAHAMS: Then I guess the other question which we will probably delve into, which Mr. Gross needs to speak on this or President Keen, it's our understanding that the middle state is going to be at the college over the next couple of days which obviously, no agreement is done in a vacuum, so this agreement probably considers many of those facets that the middle states have concerns about being addressed which may require some level of parts of this MOA as well.

It is your impression as well as your understanding that voting for this agreement will address those aspects that the concerns that the middle states have had?

MR. FRESCENDA: Yes. Part of the agreement in this MOA addresses the roles and responsibilities of various

administrators at Nassau Community College.

One of the standards that this falls under is leadership. We failed that standard. And one of the requirements was to demonstrate to middle states that the roles and responsibilities of the administration were clearly outlined.

So there are aspects of this MOA, and I can name them, some of them have to do with appointment policies, have to do with disciplinary issues, has to do with grievances where we have codified the roles and responsibilities of deans and vice presidents to comply with middle state standard number five.

MS. MURRAY: And, also, if we're lucky enough and fortunate enough to have this committee pass this MOU at least onto the Full Legislature for October 16th, it's another piece and indicator to the middle state's team which will be here on campus on Wednesday, that their piece has broken out and that various constituencies are dealing with each other well, peacefully and can

actually strike a good collective bargaining agreement.

LEGISLATOR ABRAHAMS: Okay. I don't have anything further.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of Item 383-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

It's unanimous. Thank you very much. See you on the 16th.

There being no other business for the Rules Committee, a motion to adjourn.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor signify by saying aye.

(Aye.)

Any opposed?

Rules Committee/10-2-17

(No verbal response.)

The Rules Committee is now adjourned.

(Whereupon, the Rules Committee adjourned at 3:53 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, 2017.

_____

FRANK GRAY