

2

Blanket order number: BPN014000234

Title: Electrical Hardware Supplies

Line on Blanket Order	Line on Bid	Bid Discount	UMS Discount	Blanket Order Discount	Item Description
2	2A	20%	None	20%	Motor Controls MFG Square D
3	2B	40%	1%	41%	Motor Controls MFG Furnas
9	5C	20%	None	20%	Switches/Safety Switches MFG Square D
15	9B	60%	None	60%	Anchoring/Fastening Equip. MFG T&B
17	11B	30%	3%	33%	Tape MFG Morris
19	13B	75%	None	75%	Weather Proof Boxes MFG Steel city
20	14A	55%	None	55%	Wiring Through MFG Hoffman
22	15A	75%	2%	77%	Conduit Fittings MFG T&B
24	16A	70%	3%	73%	Lugs & Terminals MFG T&B
26	17B	25%	None	25%	Circuit breakers MFG Square D
27	17C	70%	5%	75%	Circuit breakers MFG T&B
29	18A	20%	None	20%	Heaters Electric MFG Berko
30	18B	20%	None	20%	Heaters Electric MFG Electromode
32	19A	45%	None	45%	Time Clocks MFG Tork
33	19B	45%	None	45%	Time Clocks MFG Internatic
34	24A	50%	5%	55%	Starters/Dimmers MFG Leviton

2017 NOV - 9 - 11:05
CLERK OF THE DISTRICT COURT
NASSAU COUNTY
RECEIVED

BLANKET PURCHASE ORDER

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TO CONTRACTOR:

454359908

AETNA ELECTRIC LLC

170 ARMSTRONG

GARDEN CITY PARK NY 11040-

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS

CONCERNING THIS ORDER TO:

FUNARO, TIMOTHY, 17720

(516) 871-7720

ITE ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	09/30/2018	10/01/14	0%	NET 30

TERMS:

TITLE: ELECTRICAL HARDWARE SUPPLIES

AUTHORITY: AWARDED UNDER S/B # 5975-08194-156 AFTER PUBLISHED NOTICE

BUYER: TIMOTHY FUNARO

REPLACES: BPNC11000335/BPNC11000336/BPNC12000197

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder 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.

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
2	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		MOTOR CONTROLS	
	MFR:		SQUARE D	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		20%	
3	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		MOTOR CONTROLS	
	MFR:		FURNAS	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		41%	
4	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
5	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
6	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
7	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
8	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
9	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		SWITCHES/SAFETY SWITCHES	
	MFR:		SQUARE D	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		20%	
10	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
11	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
12	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
13	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
14	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
15	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		ANCHORING/FASTENING EQUIPMENT	
	MFR:		T & B	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		50%	
16	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
17	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		TAPE	
	MFR:		MORRIS	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		33%	
18	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
19	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		WEATHERPROFF BOXES/FITTINGS & BOXES	
	MFR:		STEEL CITY	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		75%	
20	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		WIRING THROUGH & PULL BOXES/COVERS	
	MFR:		HOFFMANN	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		55%	
21	936-20 ELECTRICAL SUPPLIES		EA	
	NO LONGER AVAILABLE			
22	936-20 ELECTRICAL SUPPLIES		EA	
	DESCRIPTION:		CONDUIT FITTINGS	
	MFR:		T & B	
	PRICE SHEET/DATE		TRADE SERVICE/COL.3 - 8/19/2014	
	% DISCOUNT OFFERED		77%	

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ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
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23	936-20 ELECTRICAL SUPPLIES		EA	
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	NO LONGER AVAILABLE			
24	936-20 ELECTRICAL SUPPLIES		EA	

	DESCRIPTION:	LUGS & TERMINALS
	MFR:	T & B
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	73%
25	936-20 ELECTRICAL SUPPLIES	EA

	NO LONGER AVAILABLE			
26	936-20 ELECTRICAL SUPPLIES		EA	

	DESCRIPTION:	CIRCUIT BREAKERS
	MFR:	SQUARE D
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	25%
27	936-20 ELECTRICAL SUPPLIES	EA

	DESCRIPTION:	CIRCUIT BREAKERS
	MFR:	T & B
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	75%
28	936-20 ELECTRICAL SUPPLIES	EA

	NO LONGER AVAILABLE			
29	936-20 ELECTRICAL SUPPLIES		EA	

	DESCRIPTION:	HEATERS ELECTRIC
	MFR:	BERKO
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	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	20%
30	936-20	EA
	ELECTRICAL SUPPLIES	

	DESCRIPTION:	HEATERS ELECTRIC
	MFR:	ELECTROMODE
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	20%
31	936-20	EA
	ELECTRICAL SUPPLIES	

	NO LONGER AVAILABLE	
32	936-20	EA
	ELECTRICAL SUPPLIES	

	DESCRIPTION:	TIME CLOCKS, TIME SWITCHES & SIGNAL DEVICES
	MFR:	TORK
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	45%
33	936-20	EA
	ELECTRICAL SUPPLIES	

	DESCRIPTION:	TIME CLOCKS, TIME SWITCHES & SIGNAL DEVICES
	MFR:	INTERMATIC
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	45%
34	936-20	EA
	ELECTRICAL SUPPLIES	

	DESCRIPTION:	STARTERS/DIMMERS
	MFR:	LEVITON
	PRICE SHEET/DATE	TRADE SERVICE/COL.3 - 8/19/2014
	% DISCOUNT OFFERED	55%
35	936-20	EA
	ELECTRICAL SUPPLIES	

----- END OF ITEM LIST -----

TERMS:

THE COUNTY OF NASSAU (HEREINAFTER CALLED THE COUNTY) REPRESENTED BY
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THE DIRECTOR, OFFICE OF PURCHASING (HEREINAFTER CALLED THE DIRECTOR), AND THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE OR CORPORATION NAMED ABOVE (HEREINAFTER CALLED THE CONTRACTOR) MUTUALLY AGREE TO PERFORM THIS CONTRACT IN STRICT ACCORDANCE WITH THE GENERAL PROVISIONS ATTACHED HERETO AND THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED HEREIN.

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR PERIOD AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE (5) YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.

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

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE 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.

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 THE 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 THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

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BY (SIGNATURE)

TITLE

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

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM
IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR
SHOWN IN HOURS AND EXTENDED RATES

PRICES: 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 MATERIALS COSTS MAY BE CONSIDERED, PROVIDED
THEY ARE BASED ON CERTIFIED LABOR CONTRACTS, UNCONTROLLABLE MATERIAL
COSTS WHICH CAN BE VERIFIED IN NATIONAL PUBLICATIONS, OR OTHER
INCREASES AUDITABLE BY THE COUNTY. THE BURDEN OF PROOF FOR SUCH
INCREASES SHALL BE UPON THE CONTRACTOR AND SHALL BE FORMALLY DIRECTED
TO THE DIRECTOR. THE DECISION AS TO WHETHER OR NOT SUCH
INCREASES WILL BE GRANTED SHALL BE MADE BY THE DIRECTOR AND
SHALL BE FINAL. IN THE EVENT AN INCREASE IS NOT GRANTED WHEN
REQUESTED, THE CONTRACTOR MAY ELECT TO CONTINUE AT THE BID PRICES OR
GIVE WRITTEN NOTICE OF TERMINATION, UPON RECEIPT OF WHICH THE BLANKET
PURCHASE ORDER WILL BE REBID.

PRICE REDUCTIONS: THE VENDOR AGREES THAT IF AN ITEM PRICE IS REDUCED
TO THE GENERAL PUBLIC OR TRADE DURING THE LIFE OF THE BLANKET ORDER,
THE COUNTY SHALL RECEIVE THE BENEFIT OF SUCH REDUCTION IMMEDIATELY
UPON EFFECT.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents,
officers and employees from and against any and all losses, costs, ex-
penses (including attorneys' fees and disbursements), damages and li-
abilities, 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, indi-
rect or special damages. Contractor shall, at County's demand and at
County's direction, defend at its own risk and expense any and all
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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.

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 & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002, entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.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 & 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 enter-
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prises ("Certified M/WBE's") 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/WBE's 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 and 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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business

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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 is considered breach of the County Contract.

(1) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the 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 impositions 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, 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 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

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shall complete all forms provided by the Executive Director or 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 following term meanings shall apply:

"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.

"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:

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banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"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) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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 the bid specifications, blue prints and all other bid/RFP

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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 time frame 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.

"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.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"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
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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.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTER-MEMBER WITHOUT MODIFICATION TO THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.

EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.

ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL, CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT
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AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

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 UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER 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.

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (FORM ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

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
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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.

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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.NASSAUCOUNTYN.Y.GOV/SUPPLIERREGISTER](https://eproc.nassaucountyny.gov/supplierregister)

THE TERMS AND CONDITIONS OF FORMAL SEALED BID NUMBERED 9899-09194-157 ARE HEREBY INCORPORATED BY REFERENCE INTO THIS CONTRACT.

CONC15001753 AUTHORIZES THE EXTENSION OF B/O #BPNC14000234 TO 09/30/2016.PER VENDOR LETTER DATED 07/15/2015 SIGNED BY LAURIE GREER

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONC16002131 AUTHORIZES THE EXTENSION OF B/O #BPNC14000234 TO 09/30/2017 PER VENDOR LETTER DATED 06/01/2016 SIGNED BY LAURIE GREER

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONC17000234 AUTHORIZES THE EXTENSION OF B/O #BPNC14000234 TO 09/30/2018.PER VENDOR LETTER DATED 05/17/2017 SIGNED BY LAURIE GREER

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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