

1.

Committee Agendas

Documents:

E-4-9-18.pdf
F-4-9-18.pdf
GS-4-9-18.pdf
H-4-9-18.pdf
MA-4-9-18.pdf
PL-4-9-18.pdf
PS-4-9-18.pdf
PW-4-9-18.pdf
R-4-9-18.pdf
TV-4-9-18.pdf
VS-4-9-18.pdf

2.

RULES CONTRACTS

Documents:

A-6-18 NCWEB.PDF
A-30-18 NCWEB.PDF
A-31-18 NCWEB.PDF
A-32-18 NCWEB.PDF
E-34-18 NCWEB.PDF
E-37-18 NCWEB.PDF
E-39-18 NCWEB.PDF
A-32-18 ADDITIONAL BACKUP.PDF

3.

Rules Addendum

Documents:

R-4-9-18 ADDENDUM.pdf

4.

Rules Addendum II to be reconvened on April 23, 2018

Documents:

R-4-9-18 ADDENDUM II.pdf

5.

Amendment - Reconvened Rules Meeting on 4/23/18

Documents:

E-38-18 AMENDMENT NCWEB.pdf
E-40-18 AMENDMENT2 NCWEB.pdf
R-4-9-18 ADDENDUM II.pdf

6.

Meeting Minutes

Documents:

ECONOMIC AND COMMUNITY DEVELOPMENT, ET AL, 04-04-18.pdf

FINANCE COMMITTEE, 04-09-18.pdf

HEALTH AND SOCIAL SERVICES COMMITTEE, 04-09-18.pdf

PUBLIC SAFETY COMMITTEE, 04-09-18.pdf

RULES COMMITTEE, 04-09-18.pdf

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE

APRIL 9, 2018 1:00 PM

Tom McKevitt – Chairman
John Ferretti – Vice Chairman
Steve Rhoads
Denise Ford
Siela Bynoe – Ranking
Ellen Birnbaum
Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
135-18	PW	EC, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A CONTRACT WITH TRANSDEV SERVICES, INC. FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF A NASSAU COUNTY BUS SYSTEM. 135-18(PW)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

FINANCE COMMITTEE

APRIL 9, 2018 1:00 PM

Howard Kopel - Chairman

Vincent Muscarella – Vice Chairman

Tom McKevitt

Rose Marie Walker

Ellen Birnbaum – Ranking

Arnold Drucker

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
100-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 100-18(OMB)
101-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 101-18(OMB)
108-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 108-18(OMB)
109-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 109-18(OMB)
114-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$7,000,000 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. 114-18(PW)
115-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,500,000 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. 115-18(PW)
116-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,293,210 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. 116-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> 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. 118-18(PW)
120-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$400,000 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. 120-18(PW)
122-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,000,000 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. 122-18(PW)
123-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 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. 123-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
124-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 124-18(PW)
125-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,300,000 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. 125-18(PW)
126-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$600,000 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. 126-18(PW)
127-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,500,000 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. 127-18(PW)
128-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$12,000,000 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. 128-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
129-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,795,820 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. 129-18(PW)
132-18	OMB	F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 132-18(OMB)
133-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 133-18(OMB)
134-18	LE	PS, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION TO ESTABLISH A STANDING REWARD FOR INFORMATION LEADING TO THE ARREST AND PROSECUTION OF DRUG DEALERS IN NASSAU COUNTY TO BE FUNDED UTILIZING THE ASSET FORFEITURE FUNDS OF THE POLICE DEPARTMENT. 134-18 (LE)
135-18	PW	EC, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A CONTRACT WITH TRANSDEV SERVICES, INC. FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF A NASSAU COUNTY BUS SYSTEM. 135-18(PW)
136-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR- YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 136-18(PW)
137-18	AT	PW, F, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 137-18 (AT)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
140-18	OMB	F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 140-18(OMB)
141-18	OMB	F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 141-18(OMB)
142-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 142-18(OMB)
143-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 143-18(OMB)
144-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 144-18(OMB)
145-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 145-18(OMB)
146-18	LE	PL, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AMEND RESOLUTION NO. 107-2013, A RESOLUTION ESTABLISHING THE LONG ISLAND COMMISSION ON AQUIFER PROTECTION. 146-18(LE)
160-18	CE	PS, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 160-18(CE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

APRIL 9, 2018 1:00 PM

James Kennedy - Chairman

Denise Ford – Vice Chairwoman

Tom McKevitt

John Ferretti

Ellen Birnbaum – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

APRIL 9, 2018 1:00 PM

Rose Marie Walker – Chairwoman

James Kennedy – Vice Chairman

Laura Schaefer

C. William Gaylor III

Delia Deriggi-Whitton – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
108-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 108-18(OMB)
109-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 109-18(OMB)
133-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 133-18(OMB)
142-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 142-18(OMB)
143-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 143-18(OMB)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

APRIL 9, 2018 1:00 PM

Steve Rhoads – Chairman

Rose Marie Walker – Vice Chairwoman

James Kennedy

Denise Ford

Siela Bynoe – Ranking

Kevan Abrahams

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

APRIL 9, 2018 1:00 PM

Laura Schaefer - Chairwoman
Tom McKevitt - Vice Chairman
Steven Rhoads
Denise Ford
Arnold Drucker – Ranking
Joshua Lafazan
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
146-18	LE	PL, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AMEND RESOLUTION NO. 107-2013, A RESOLUTION ESTABLISHING THE LONG ISLAND COMMISSION ON AQUIFER PROTECTION. 146-18(LE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

APRIL 9, 2018 1:00 PM

Denise Ford - Chairwoman

Steve Rhoads - Vice Chairman

Vincent Muscarella

John Ferretti

Delia DeRiggi-Whitton - Ranking

Siela Bynoe

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
100-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 100-18(OMB)
101-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 101-18(OMB)
134-18	LE	PS, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION TO ESTABLISH A STANDING REWARD FOR INFORMATION LEADING TO THE ARREST AND PROSECUTION OF DRUG DEALERS IN NASSAU COUNTY TO BE FUNDED UTILIZING THE ASSET FORFEITURE FUNDS OF THE POLICE DEPARTMENT. 134-18 (LE)
144-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 144-18(OMB)
145-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 145-18(OMB)
160-18	CE	PS, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 160-18(CE)

**NASSAU COUNTY LEGISLATURE
12th TERM MEETING AGENDA**

**PUBLIC WORKS AND PARKS
COMMITTEE**

APRIL 9, 2018 1:00 PM

**Vincent Muscarella – Chairman
C. William Gaylor III – Vice Chairman
Laura Scahefer
James Kennedy
Siela Bynoe – Ranking
Arnold Drucker
Joshua Lafazan**

Michael C. Pulitzer, Clerk of the Legislature

PUBLIC WORKS

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
114-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$7,000,000 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. 114-18(PW)
115-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,500,000 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. 115-18(PW)
116-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,293,210 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. 116-18(PW)
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> 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. 118-18(PW)

120-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$400,000 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. 120-18(PW)
122-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,000,000 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. 122-18(PW)
123-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 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. 123-18(PW)
124-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 124-18(PW)
125-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,300,000 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. 125-18(PW)

PUBLIC WORKS

126-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$600,000 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. 126-18(PW)
127-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,500,000 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. 127-18(PW)
128-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$12,000,000 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. 128-18(PW)
129-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,795,820 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. 129-18(PW)
136-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR- YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 136-18(PW)
137-18	AT	PW, F, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 137-18 (AT)

PUBLIC WORKS

PUBLIC WORKS

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

APRIL 9, 2018 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
100-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 100-18(OMB)
101-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 101-18(OMB)
102-18	PD	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 102-18(PD)
108-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 108-18(OMB)
109-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 109-18(OMB)
113-18	LE	R	<u>PROPOSED LOCAL LAW NO. -2018</u> A LOCAL LAW TO ADD TITLE 84 TO THE MISCELLANEOUS LAWS OF NASSAU COUNTY TO REQUIRE AMERICAN SIGN LANGUAGE INTERPRETERS AT ALL NASSAU COUNTY GOVERNMENT PRESS CONFERENCES HELD DURING EMERGENCY SITUATIONS. 113-18(LE)
114-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$7,000,000 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. 114-18(PW)
115-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,500,000 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. 115-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
116-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,293,210 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. 116-18(PW)
117-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 117-18(PW)
118-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> 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. 118-18(PW)
120-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$400,000 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. 120-18(PW)
122-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$4,000,000 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. 122-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
123-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 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. 123-18(PW)
124-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 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. 124-18(PW)
125-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,300,000 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. 125-18(PW)
126-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$600,000 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. 126-18(PW)
127-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,500,000 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. 127-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
128-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$12,000,000 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. 128-18(PW)
129-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,795,820 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. 129-18(PW)
132-18	OMB	F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 132-18(OMB)
133-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 133-18(OMB)
134-18	LE	PS, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION TO ESTABLISH A STANDING REWARD FOR INFORMATION LEADING TO THE ARREST AND PROSECUTION OF DRUG DEALERS IN NASSAU COUNTY TO BE FUNDED UTILIZING THE ASSET FORFEITURE FUNDS OF THE POLICE DEPARTMENT. 134-18 (LE)
135-18	PW	EC, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A CONTRACT WITH TRANSDEV SERVICES, INC. FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF A NASSAU COUNTY BUS SYSTEM. 135-18(PW)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
136-18	PW	PW, F, R	<u>ORDINANCE NO. -2018</u> AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR- YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 136-18(PW)
137-18	AT	PW, F, R	<u>RESOLUTION NO. -2018</u> A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 137-18 (AT)
138-18	PK	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO ACCEPT A GIFT OFFERED BY EAST END VOLLEYBALL TO THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 138-18(PK)
139-18	PW/RE	R	<u>ORDINANCE NO. -2018</u> AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT AND, ON BEHALF OF THE COUNTY OF NASSAU, TO EXECUTE A LICENSE AGREEMENT BETWEEN THE COUNTY OF NASSAU AND THE INCORPORATED VILLAGE OF HEMPSTEAD IN CONNECTION WITH THE USE OF PARKING SPACES AT VARIOUS LOCATIONS WITHIN THE INCORPORATED VILLAGE OF HEMPSTEAD. 139-18(PW/RE)
140-18	OMB	F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 140-18(OMB)
141-18	OMB	F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 141-18(OMB)
142-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 142-18(OMB)
143-18	OMB	H, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 143-18(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
144-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 144-18(OMB)
145-18	OMB	PS, F, R	<u>ORDINANCE NO.-2018</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 145-18(OMB)
146-18	LE	PL, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO AMEND RESOLUTION NO. 107-2013, A RESOLUTION ESTABLISHING THE LONG ISLAND COMMISSION ON AQUIFER PROTECTION. 146-18(LE)
147-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF STEVEN J. MORELLI AS COMMISSIONER OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT. 147-18(CE)
148-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY EXECUTIVE OF CAROLYN MCCUMMINGS TO THE POSITION OF COMMISSIONER OF THE DEPARTMENT OF HUMAN SERVICES. 148-18(CE)
149-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF KENNETH L. GARTNER TO THE NASSAU COUNTY BOARD OF ETHICS. 149-18(CE)
160-18	CE	PS, F, R	<u>RESOLUTION NO.-2018</u> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 160-18(CE)
162-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF MICHAEL PERICK TO THE NASSAU COUNTY BOARD OF ETHICS. 162-18(CE)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
A-6-18	PR	R	<u>RESOLUTION NO. -2018</u> 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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HENRICH EQUIPMENT CO., INC. A-6-18
A-30-18	PR	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT AND MICHAEL HABERMAN ASSOCIATES, INC. A-30-18
A-31-18	PR	R	<u>RESOLUTION NO. -2018</u> 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 AGENCIES AND JUDGE FAMILY ENTERPRISES, INC. A-31-18
A-32-18	PR	R	<u>RESOLUTION NO. -2018</u> 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-32-18
E-34-18	SS	R	<u>RESOLUTION NO. -2018</u> 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 SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH. E-34-18
E-37-18	DA	R	<u>RESOLUTION NO. -2018</u> 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 DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC. E-37-18.

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-39-18	PW	R	<u>RESOLUTION NO. -2018</u> 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 ELITE CONSTRUCTION OF NEW YORK AND KSE ENGINEERS, P.C., A JOINT VENTURE. E-39-18
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	LE	R	<u>PROPOSED LOCAL LAW NO. – 2018</u> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
E-2-18	PW	R	<u>RESOLUTION NO. -2018</u> 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 HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-21-18	TV	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY, AND ROBERT HOROWITZ. E-21-18.

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

APRIL 9, 2018 1:00 PM

C. William Gaylor III– Chairman

Laura Schaefer – Vice Chairwoman

James Kennedy

Vincent Muscarella

Joshua Lafazan – Ranking

Ellen Birnbaum

Delia Deriggi -Whitton

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

**NASSAU COUNTY LEGISLATURE
12TH TERM MEETING AGENDA**

**VETERANS
AND SENIOR AFFAIRS
COMMITTEE**

APRIL 9, 2018 1:00 PM

**John Ferretti – Chairman
C. William Gaylor III– Vice Chairman
Rose Marie Walker
Steve Rhoads
Debra Mule - Ranking
Delia Deriggi – Whitton
Ellen Birnbaum**

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME



County

Nassau

A-6-2018

Office of Purchasing

Staff Summary A-06-2018

Subject: Veeder Root Systems Maintenance/ Furnish and Install (S/B # 10031-11227-172)
Department: Office of Purchasing
Department Head Name: Robert Cleary
Department Head Signature: <i>[Signature]</i>

Date: December 08, 2017
Vendor Name: Henrich Equipment Co., Inc.
Contract Number: A-06-2018
Contract Manager Name: Timothy Funaro

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to
	Budget	02/13/18 JS	County Atty.
R 3/23/18	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Blanket Purchase Order for Veeder Root Maintenance/Furnish and Install for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid, none of which sub-identified. Minority Affairs was given a copy of the bid. Two (2) bids were received. The two (2) bids received are a good result considering that this type of service requires specialized skills and equipment to perform.

Impact on Funding: The annual estimated amount for this contract will exceed One Hundred Thousand Dollars (\$100,000) from general funds.

Recommendation: Office of Purchasing recommends awarding a Blanket Purchase Order to Henrich Equipment Co., Inc. as the lowest responsible bidder meeting specifications.

APPROVED: *[Signature]* 2/2/18

RECEIVED

RECEIVED
NASSAU COUNTY
CLERK

COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-06-2018

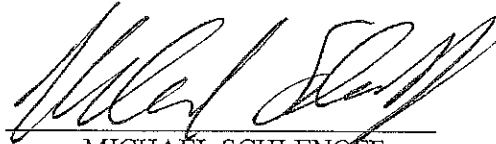
FROM: ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE: JANUARY 11, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ANNUAL ESTIMATED AMOUNT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO HENRICH EQUIPMENT CO., INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR VEEDER ROOT MAINTENANCE / FURNISH AND INSTALL FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

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



MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

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



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HENRICH EQUIPMENT CO., INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 10031-11227-172 for Veeder Root Maintenance / Furnish and Install for the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, HENRICH EQUIPMENT 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 HENRICH EQUIPMENT 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?

FRIENDS OF ROSE WALKER

FRIENDS OF ROBERT MURPHY

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: 12/4/17

Vendor: Henrich Equipment Co Inc

Signed: [Signature]

Print Name: Robert Henrich

Title: CEO

Page 1 of 4

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):

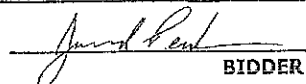
NONE

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

VICE PRESIDENT.

TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

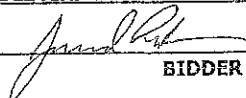
NONE

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

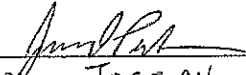

BIDDER

Vice President.
TITLE

Page 3 of 4

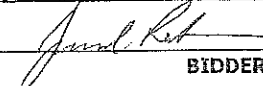
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/20/17

Signed: 
Print Name: JOSEPH PEZDAN
Title: VICE PRESIDENT

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

BIDDER SIGN HERE


BIDDER

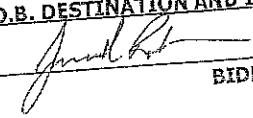
VICE PRESIDENT
TITLE

Page 4 of 4:

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

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

BIDDER SIGN HERE



BIDDER

VILLI PRESIDENT

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ROBERT J. HENRICH
Date of birth 9/21/59
Home address 57 HAMLET DR
City/state/zip MT. SINAI N.Y. 11766
Business address 42 FIELD ST
City/state/zip W. BAYVIEW N.Y. 11704
Telephone 631 293-6920
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 6/1/1992 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. attached
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.
* PLEASE SEE ATTACHED.
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.
* PLEASE SEE ATTACHED.

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BIDDER SIGN HERE

[Signature]
BIDDER

C20
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

TITLE

Funaro, Timothy G

From: Robert Henrich <rhenrich@henrichinc.com>
Sent: Thursday, February 15, 2018 4:03 PM
To: Funaro, Timothy G
Subject: RE: e-mails

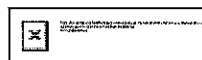
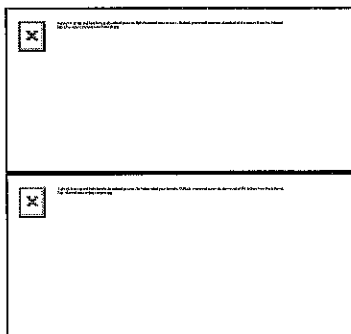
Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Tim

Yes you can make part of our public information along with the bid.

Thanks

Bob Henrich



Robert J Henrich

COO

t: [631.465.9454](tel:631.465.9454) ext. 141 | m: [631.413.1305](tel:631.413.1305)
a: [42 Field Street, West Babylon NY, 11704](https://www.google.com/maps/place/42+Field+Street,+West+Babylon,+NY+11704)
e: rhenrich@henrichinc.com | w: henrichinc.com



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From: Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]
Sent: Thursday, February 15, 2018 3:54 PM
To: rhenrich@henrichinc.com
Subject: e-mails

Bob,

The e-mails see the attachment will be made part of the bid I was asked to ask you id it is OK that these be made public? If you could answer as soon as possible so I can get this approved.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov

Question #3 Robert J Henrich Sr. ss # [REDACTED] owns 90% of Henrich Equipment Co Inc.

Question #5 I own 100% of J&RH Inc. It is the real estate company that owns the building occupied by Henrich Equipment Co Inc.

Question #6 Henrich Equipment has many government contracts. We have contracts with the NYC Sanitation Dept, Suffolk County, NYC Police Department.

I hope this will be helpful to you.

Regards

Bob Henrich

-----Original Message-----

From: Robert Henrich [mailto:rhenrich@henrichinc.com]

Sent: Monday, January 29, 2018 1:35 PM

To: bhenrich@henrichinc.com

Subject: FW: Form

Please call me

Robert J Henrich

COO

t: 631.465.9454 ext. 141 | m: 631.413.1305

a: 42 Field Street, West Babylon NY, 11704

e: rhenrich@henrichinc.com | w: henrichinc.com

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-----Original Message-----

From: Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]

Sent: Monday, January 29, 2018 1:35 PM

To: rhenrich@henrichinc.com

Subject: FW: Form

Rob,

This is the form I need revised questions 5 and 6.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov

-----Original Message-----

From: Funaro, Timothy G
Sent: Thursday, January 18, 2018 3:39 PM
To: 'Bob Henrich ' <bhenrich@henrichinc.com>
Subject: Form

Bob,

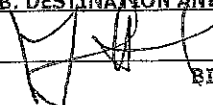
On the attached form on questions 3, 5 and 6 you checked yes could you provide some details. This is for Formal
Sealed Bid Number 10031-11227-172
Title: Veeder Root Systems maintenance/Furnish and Install

Timothy Funaro
Buyer
Nassau County
(516) 571-7720
e-mail tfunaro@nassaucountyny.gov

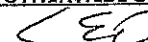
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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



TITLE

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, Robert Henrich, 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 17 day of November 20 17

Kerry A Calabrese
Notary Public

KERRY A CALABRESE
Notary Public, State of New York
No. 01CA4982903
Qualified in Suffolk County
Commission Expires March 13, 2018

Henrich Equipment Co. Inc

Name of submitting business

ROBERT HENRICH

Print name

[Signature]

Signature

CEO

Title

11.17.17

Date

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[Signature]
BIDDER

CEO
TITLE

From: Bob Henrich <bhenrich@henrichinc.com>
Sent: Thursday, December 07, 2017 10:01 AM
To: Funaro, Timothy G
Subject: RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. I Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich.

Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich

CEO

t: [631.465.9454](tel:631.465.9454) ext.130

a: [42 Field Street, West Babylon NY, 11704](https://www.google.com/maps/place/42+Field+Street,+West+Babylon,+NY+11704)

e: bhenrich@henrichinc.com | w: henrichinc.com



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From: Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]
Sent: Tuesday, December 05, 2017 2:32 PM
To: Bob Henrich
Subject: RE: form

Bob,

I was asked to ask for some additional information, on the attachment there are three pages 27, 30 and 14 on page 27 questions 3, 5 and 6. if you could write in the details under the questions. ON page 30 the certification page you wrote your title as CEO on some other forms you wrote COO I need something in writing stating what your title is. On page 14 you wrote in a related company again I need something in writing stating that, that related company will not be involved in this contract. Finally I need a new set of training certificates the ones you submitted with the bid are going to expire in 2018 one has already expired. Thank you

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501

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.

AWARD

1. Principal Name ROBERT JOSEPH HENRICH
Date of birth 08/13/1980
Home address 2 SILVER BEACH CT
City/state/zip E. STAVUKET N.Y. 11733
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
List of other addresses and telephone numbers attached

- President _____ Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) *C.O.D. 11/14/2015 TO PRESEN*

- YES ☐ NO ☒ If Yes, provide details.

- submitting the questionnaire? YES ☐ NO ☒ If YES, provide details:

- ☐ Yes, provide details.
-
- Rev. 3/2011

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.

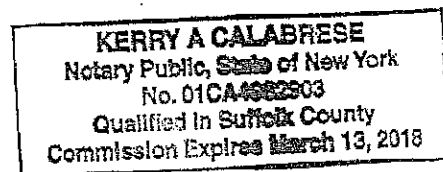
CERTIFICATION

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I, ROBERT JOSEPH HENRICH, 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 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC

By: ROBERT HENRICH
Print name
[Signature]
Signature
C. O. O.
Title

11 / 27 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Joseph Perdan
Date of birth 03/08/1960
Home address 1551 TANNER ST
City/state/zip HOXBROOK N.Y. 11741
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
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 / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 09/12/2012 1 PRESENT
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 5% STOCKHOLDER
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.
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- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
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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.

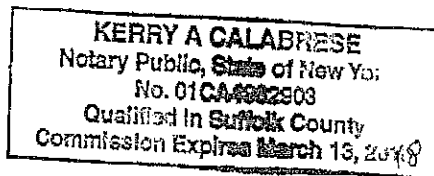
CERTIFICATION

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, JOSEPH PEZDAN, 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 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC.

By: JOSEPH PEZDAN
Print name
[Signature]
Signature
V.P.
Title

11 / 27 / 2017
Date

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: 11-17-17

1) Proposer's Legal Name: HENRICH EQUIPMENT CO INC

2) Address of Place of Business: 42 FIELD ST W. BABYLON N.Y. 11704

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): _____

Phone: 631 293-6920

Does the business own or rent its facilities? RENT.

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

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.

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
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

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 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES FOR ANY 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;

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BIDDER

23

CEO
TITLE

- * 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); N.Y.
- v) The number of employees in the firm; 27
- vi) Annual revenue of firm; 8,000,000.00
- ~~vii)~~ Summary of relevant accomplishments SEE ATTACHMENT
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 48 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 * SEE ATTACHED *

Contact Person _____


Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

✓ * ROBERT HENRICH 51 HAVLET DR MT. SINAI N.Y. 11766 CEO. 90%
✓ JOSEPH PEZDAN 1551 TANNER ST HOLIBROOK N.Y. 11741 V.P. 5%
THOMAS MCCLAIN 65 COLUMBUS AVE SMITHTOWN N.Y. 11787 NOT EMPLOYED 5%
✓ ROBERT J HENRICH (SR) 2 SILVER BEACH CT. BAYPORT N.Y. 11733 C.O.O. —
(SETAUKET) 

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BIDDER SIGN HERE


BIDDER

CEO
TITLE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

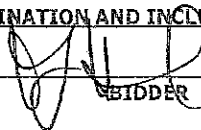
Telephone _____

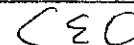
Fax # _____

E-Mail Address _____

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BIDDER



TITLE

Robert Henrich

57 Hamlet Drive
Mount Sinai, NY 11766
(631) 331-3290
bhenrich@henrichinc.com

EXPERIENCE

CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- 42 years Sales, Service and Management
- Field Service
- Customer Service
- Certified Tank Tester for Petro-Tite Systems
- Service Manager
- Sales and Logistics Manager

EDUCATION

Huntington High School, Huntington

1972

Diploma

QUALIFICATIONS/CERTIFICATES

- Past Board Member Petroleum Equipment Institute
- Underground Tank Installation License
- Nassau County Tank Installers License
- New York City Tank Installers License

Robert J. Henrich

2 Silver Beech Ct.
Setauket, New York 11733
E-mail: rhenrich@henrichinc.com
Tel: 631-413-1305

Value Offered: High energy and passion for international business. Strong background in dealing with language and cultural differences. Effective team player in a multicultural business environment. Fluent in Chinese, Spanish and English. IT and Internet savvy. Comfortable in business dealings in small, medium and large sized firms. Experience in consulting, market research and IT.

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present
West Babylon, New York

COO

2015-Present

Responsible for the daily operation of the organization, reporting directly to the CEO.

- Manage key indicator for performance of all managerial level employees
- Develop key operational objectives to ensure smooth operations and stable growth
- Responsible for reporting financial results to CEO and accounting team

Director of Marketing & International Sales

2008-2015

Directed digital and customer experience initiatives across Henrich sales channels including:

- Development of ecommerce website and fully integrated backend order management system
- Launch of corporate website and VI update for company
- Established international presence through Henrich China and Spain subsidiaries

Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008
Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

Along with graphic designer Jake Caccia, is one of the first wholly foreign owned Asia based Specialty Tea purveyors. Through intimate contact and strong relationship building Andao has developed a full line of premium, ultra high quality organic tea products. Andao's products are currently marketed in bulk and retail in the US and Europe.

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002
Madrid, Spain

LEGAL CONSULTING SERVICES

Director

Created and successfully implemented a ground-up IT solution for providing data protection services in accordance with European Union regulation. Led a three member development team in executing design and development of a completely automated on-line legal consulting service. Dipro experienced clear first-mover advantages. Clientele base expanded rapidly as of implementation date.

LEARNING EXPERIENCES

University of Vermont,

School of Business Administration

Fall 1998 – May 2003

Major: Business Administration Minor: Economics

Graduated with Honors Cum Laude GPA: 3.71

Graduating Member of Beta Gamma Sigma, Omicron

Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

2004-2005

Fudan University, Mandarin Chinese

Summer 2002

University of Madrid, Studied Law, Economics, Politics and Language

Fall 2000 – Spring 2002

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

Joseph Pezdan

1151 Tanner Street
Holbrook, NY 11741
(631) 676-6629
jpezdan@henrichinc.com

Relevant Skills/Certifications: Containment Solutions Tank Installation Certification, Xerxes Tank Installers Certification, OSHA Hazwoper 40 Hour Certification, Standard First Aid/CPR, Associates Degree in Computer Programming.

Experience:

1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- Vice President in charge of operations
- Develop new customers for equipment and installation businesses
- Grow sales by adding new product/services to Henrich's current portfolio
- Work with Maintenance Team to ensure new business opportunities
- Prepare sales action plans and strategies geared towards target markets
- Supervisor of operation and financial departments
- Project estimating and management
- New customer development for service and sales department
- Supervisor of purchasing, manufacturer's product, and pricing structure
- New product information management and product implementation

1984-1990

Restaurant Entrepreneur

1982-1984

Maintenance Manager - Snug Harbor Condominium

1979-1982

General Manager – Arcadian Gardens



References:

Sprague Energy Corporation

Peter Hughes
440 Mamaroneck Ave
Harrison, NY 10524
516-322-0834
PHughes@Spragueenergy.com

Nassau County Department of Public Works

Robert Lotito
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-6886
rlotito@nassaucountyny.gov

Suffolk County Department of Public Works

Melinda Hicks
335 Yaphank Ave
Yaphank, NY 11980
(631) 852-5233
Melinda.Hicks@SuffolkCountyNY.GOV

New York City Department of Sanitation

Richard Dolan
52-35 58th Street
4th Floor
Woodside, NY 11377
(718) 334-9152
rdolan@dsny.nyc.gov

New York City Department of Transportation

Peter Sambalis
55 Water Street 7th Floor
New York, NY 10041
212-839-8920
psambalis@dot.nyc.gov



Call us today to order: 631.293.6920 or visit us online at www.henrichinc.com
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979



Summary of Relevant Accomplishments:

- **Henrich Equipment Company is a premier direct distributor for all major petroleum equipment manufactures since 1969, including Veeder Root, Gasboy, Dresser Wayne, OPW and many others.**
- **Henrich was instrumental in the approval of Veeder Root remote monitoring service with NYS DEC and all NYC municipal agencies.**
- **Henrich has supplied and installed hundreds of Veeder Root systems with municipal agencies like NYC Sanitation, Nassau County, NYC TBTA, NY & NJ Port Authority and many others.**
- **Henrich was the first Veeder Root authorized remote monitoring provider in NY State and still has monitoring contracts with many municipal agencies like NYC Sanitation, NYC DOT, NYC Police, City of New Rochelle and others.**



Call us today to order: 631.293.6920 or visit us online at www.henrichinc.com
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

NASSAU COUNTY DEPARTMENT OF HEALTH

NASSAU COUNTY
CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

ADDRESS: 42 Field St, West Babylon, NY 11704

EFFECTIVE DATE: 05/01/2017

EXPIRATION DATE: 04/30/2019

Issue Date: 06/21/2017

COF#: 201702

Lawrence Eisenstein

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Certificate of Completion



Steven E. Rademacher - A29406

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

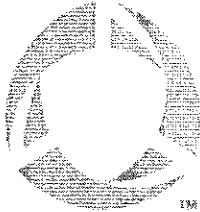
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Unit Ayazoglu - B34877
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

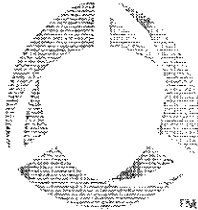
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Bulent Dorak - B34878
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

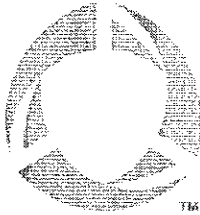
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Eggers - A23289
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Delatorre - B34972

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



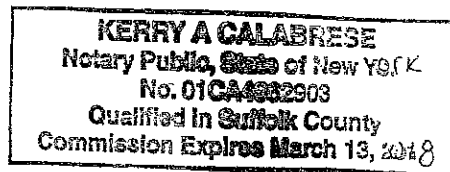
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I, Robert Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to 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 17 day of November 2017

Kerry A. Calabrese
Notary Public



Name of submitting business:

HENRICH EQUIPMENT CO INC

By:

Robert Henrich
Print Name

[Signature]
Signature

CEO
Title

11/17/17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

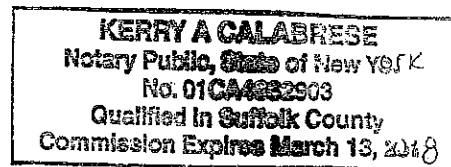
CERTIFICATION

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, Robert Henrich, 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 17 day of November 2017

Kerry A. Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC

By: Robert Henrich

Print Name

Signature

CEO
Title

11/17/17
Date

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[Signature]
BIDDER

CEO
TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: HENRICH EQUIPMENT CO., INC.

Address: 42 FIELD STREET

City, State and Zip Code: WEST BABYLON, N.Y. 11704

2. Entity's Vendor Identification Number: 112224526

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):

EO/ PRESIDENT ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, N.Y. 11766

VIC PRESIDENT JOSEPH PRZDAN 1551 TANNER STREET HOLBROOK, N.Y. 11741

COO ROBERT JOSEPH HENRICH 2 SILVER BEACH COURT EAST SETAUKET, N.Y. 11733


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.

ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, N.Y. 11766

JOSEPH PRZDAN 1551 TANNER STREET HOLBROOK, N.Y. 11741

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BIDDER

VIC PRESIDENT
TITLE

Page 2 of 4

THOMAS McCLAIN 69 COLOMBUS AVE SMITHTOWN, N.Y. 11787

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.

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

42 FIELD ST W. BABYLON N.Y. 11704

HENGLI PARTNERS IS A SUPPLIER OF GENERATORS + SERVICE PROVIDER.

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

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BIDDER SIGN HERE

BIDDER

VILE PRESIDENT

TITLE

Funaro, Timothy G

From: Bob Henrich <bhenrich@henrichinc.com>
Sent: Thursday, December 07, 2017 10:01 AM
To: Funaro, Timothy G
Subject: RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. I Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich.


Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich
CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

e: bhenrich@henrichinc.com | w: henrichinc.com



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From: Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]
Sent: Tuesday, December 05, 2017 2:32 PM
To: Bob Henrich
Subject: RE: form

Bob,

I was asked to ask for some additional information, on the attachment there are three pages 27, 30 and 14 on page 27 questions 3, 5 and 6. if you could write in the details under the questions. ON page 30 the certification page you wrote your title as CEO on some other forms you wrote COO I need something in writing stating what your title is. On page 14 you wrote in a related company again I need something in writing stating that, that related company will not be involved in this contract. Finally I need a new set of training certificates the ones you submitted with the bid are going to expire in 2018 one has already expired. Thank you

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501

Page 3 of 4

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

NONE

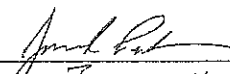
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

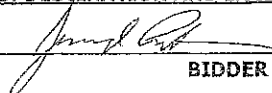
Dated: 11/20/17

Signed: 
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

BIDDER SIGN HERE


BIDDER

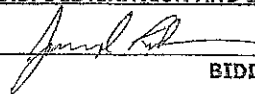
VICE PRESIDENT
TITLE

Page 4 of 4:

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

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

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BIDDER

VICIE PRESIDENT

TITLE

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 10031-11227-172
	COUNTY OF NASSAU		Dated: Ad. 11/09/2017
	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 OPENING DATE November 22, 2017 11:00 A.M. E.S.T.
BUYER Timothy Funaro		TELEPHONE (516) 571-7720	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Veerder Root Systems Maintenance/Furnish and Install

- 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:
Nassau County
Department of Public Works
1194 Prospect Avenue.
Westbury, N.Y. 11590

GUARANTEED DELIVERY DATE

10 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

11 222 4526

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>HENRICH EQUIPMENT CO., INC.</u>			
ADDRESS <u>42 FIELD STREET</u>			
CITY <u>WEST BABYLON</u>	STATE <u>N.Y.</u>	ZIP CODE <u>11704</u>	TELEPHONE <u>631-293-6920</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Joseph Przdian</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>JOSEPH PRZDIAN VICE PRESIDENT</u>	

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 IMPOSED 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 (Ferdinand 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: HENRICH EQUIPMENT CO., INC.

Address: 42 FIELD STREET WEST BABYLON, NY. 11704

Telephone No: 631-293-6920

Fax No: 631-293-8979

1. State Whether: A Corporation ✓
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

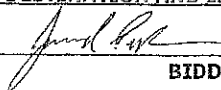
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 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

Vice President
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

HENRICH EQUIPMENT CO., INC.

ADDRESS:

42 FIELD STREET WEST BABYLON, NY. 11704

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

ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, NY. 11766

VICE PRESIDENT

JOSEPH PEZDAN 1551 TANNER STREET HOLBROOK, NY. 11741

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NOT SURE
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 48

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? FUEL QUALITY,
GENERATOR SALES / SERVICE

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

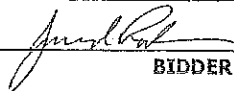
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
JOSEPH PEZDAN	VICE PRESIDENT	27	VERDER ROOT + UST COMPLIANCE EXPERT	
ENZO VACCIO	ESTIMATOR / PROJECT MGR	35	ALL PHASES OF FUEL FACILITY INSTALLATION	ESTIMATING / PROJECT MGT / SERVICE

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

HENRICH EQUIPMENT HAS INSTALLED ALL VERDER SYSTEMS FOR
NASSAU COUNTY, SUPERVISED BY JOSEPH PEZDAN, WE ALSO
PERFORM MONTHLY INSPECTIONS FOR THE COUNTY, ALL ASSETS ARE
LOGGED AND AVAILABLE ANYTIME THEY ARE NEEDED.

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

BIDDER SIGN HERE


BIDDER

VICE PRESIDENT
TITLE

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

Joseph Przdian Vice President

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:

NEW YORK CITY DEPARTMENT OF SANITATION

ADDRESS:

52-35 58TH STREET 4TH FLOOR WOODSIDE, N.Y. 11377

TELEPHONE: 718-334-9152

CONTACT PERSON RICHARD DOLAN

CONTRACT DATE:

2002 THROUGH PRESENT

2. REFERENCE'S NAME:

SUFFOLK COUNTY DPW

ADDRESS:

335 YAPHANK AVE YAPHANK, N.Y. 11980

TELEPHONE: 631-852-5233

CONTACT PERSON MELINDA HICKS

CONTRACT DATE:

9/1/2010 THROUGH 10/13/2015

3. REFERENCE'S NAME:

SPRAGUE ENERGY SYSTEMS (FOR TBTA + NY NJ PORT AUTHORITY)

ADDRESS:

440 MAMARONECK AVE HARRISON, N.Y. 10528

TELEPHONE: 516-322-0834

CONTACT PERSON PETER HUGHES

CONTRACT DATE:

2007 TO PRESENT DAY

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

BIDDER SIGN HERE

[Signature]
BIDDER

VICE PRESIDENT
TITLE

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



BIDDER

Vice President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

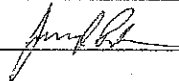
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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.

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

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BIDDER

VICE PRESIDENT.

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.

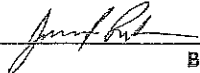
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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,

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, 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.

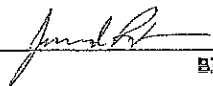
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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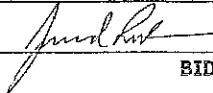
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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

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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.

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.

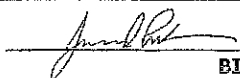
INTENT

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 **Veerder Root Systems Maintenance Furnish and Install** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

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

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Instructions for pages 13 -30

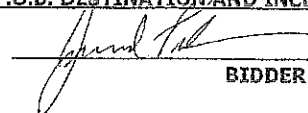
- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

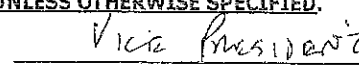
These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

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

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Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: HENRICH EQUIPMENT CO., INC.

Address: 42 FIELD STREET

City, State and Zip Code: WEST BABYLON, N.Y. 11704

2. Entity's Vendor Identification Number: 112224526

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):

CEO | PRESIDENT ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, N.Y. 11766

VICE PRESIDENT JOSEPH PEZDAN 1551 TANNER STREET HOLBROOK, N.Y. 11741

COO ROBERT JOSEPH HENRICH 2 SILVER BEECH COURT EAST SETAUKET, N.Y. 11733

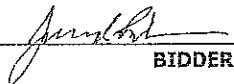
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

ROBERT J. HENRICH 57 HAMLET DRIVE MT. SINAI, N.Y. 11766

JOSEPH PEZDAN 1551 TANNER STREET HOLBROOK, N.Y. 11741

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TITLE

Page 2 of 4

THOMAS McCLAIN 69 COLOMBUS AVE SMITHTOWN, N.Y. 11787

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.

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

42 FIELD ST W. BABYLON N.Y. 11704

HENGLI PARTNERS IS A SUPPLIER OF GENERATORS + SERVICE PROVIDER.

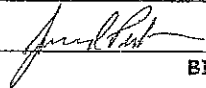
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, 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

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TITLE

Funaro, Timothy G

From: Bob Henrich <bhenrich@henrichinc.com>
Sent: Thursday, December 07, 2017 10:01 AM
To: Funaro, Timothy G
Subject: RE: form

Timothy

Here are the answers to your request for additional information.

Page 30. I Robert Henrich, born on 9/21/1954, am the CEO and 90% shareholder in Henrich Equipment Co Inc. My son Robert Henrich born on 8/13/80 is the COO of Henrich Equipment Co Inc and has no ownership in Henrich.


Page 14. I am president of Alternate Power Solutions which is a generator sales and service business and will not be involved in this contract.

I will supply new training certificates in a separate communication.

Thanks

Bob H.



 **henrich**
Bob Henrich
CEO

t: 631.465.9454 ext.130

a: 42 Field Street, West Babylon NY, 11704

e: bhenrich@henrichinc.com | w: henrichinc.com



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From: Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]
Sent: Tuesday, December 05, 2017 2:32 PM
To: Bob Henrich
Subject: RE: form

Bob,

I was asked to ask for some additional information, on the attachment there are three pages 27, 30 and 14 on page 27 questions 3, 5 and 6. if you could write in the details under the questions. ON page 30 the certification page you wrote your title as CEO on some other forms you wrote COO I need something in writing stating what your title is. On page 14 you wrote in a related company again I need something in writing stating that, that related company will not be involved in this contract. Finally I need a new set of training certificates the ones you submitted with the bid are going to expire in 2018 one has already expired. Thank you

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501

Page 3 of 4

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

NONE

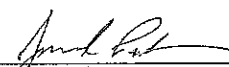
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

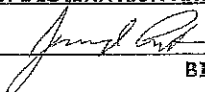
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/20/17

Signed: 
Print Name: JOSEPH PEZDAN
Title: VICE PRESIDENT

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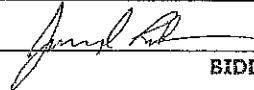
VICE PRESIDENT
TITLE

Page 4 of 4:

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

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Page 1 of 4

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

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Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

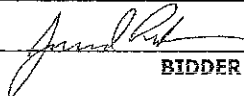
NONE

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

NONE

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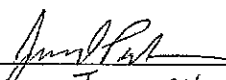
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Page 3 of 4

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.

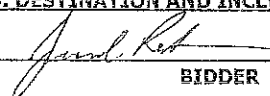
Dated: 11/20/17

Signed: 
Print Name JOSEPH PEZDAN

Title: VICE PRESIDENT

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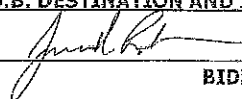
TITLE

Page 4 of 4:

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

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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: 11-17-17

1) Proposer's Legal Name: HENRICH EQUIPMENT CO INC

2) Address of Place of Business: 42 FIELD ST W. Babylon N.Y. 11704

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): _____

Phone: 631 293-6920

Does the business own or rent its facilities? RENT.

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

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: _____

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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[Signature]
BIDDER

CEO
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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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 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES FOR ANY 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;

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[Signature]
BIDDER

CEO
TITLE

- * 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); N.Y.
- v) The number of employees in the firm; 27
- vi) Annual revenue of firm; 8,000,000.00
- ~~vii)~~ Summary of relevant accomplishments SEE ATTACHMENT
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 48 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 * SEE ATTACHED *

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

* ROBERT HENRICH 57 HAULET DR MT. SINAI N.Y. 11766 CEO. 90%
JOSEPH PEZDAN 1551 TANNER ST HOLIBROOK N.Y. 11741 V.P. 5%
THOMAS MCCLAIN 65 COLUMBUS AVE SMITHTOWN N.Y. 11787 NOT EMPLOYED. 5%
ROBERT J HENRICH (JR) 2 SILVER BEACH CT. BAYTOWN N.Y. 11733 C.O.O. —
(SETAUKET)

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BIDDER

TITLE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

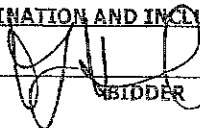
Telephone _____

Fax # _____

E-Mail Address _____

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BIDDER

CEO

Robert Henrich

57 Hamlet Drive
Mount Sinai, NY 11766
(631) 331-3290
bhenrich@henrichinc.com

EXPERIENCE

CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- 42 years Sales, Service and Management
- Field Service
- Customer Service
- Certified Tank Tester for Petro-Tite Systems
- Service Manager
- Sales and Logistics Manager

EDUCATION

Huntington High School, Huntington

1972

Diploma

QUALIFICATIONS/CERTIFICATES

- Past Board Member Petroleum Equipment Institute
- Underground Tank Installation License
- Nassau County Tank Installers License
- New York City Tank Installers License

Robert J. Henrich

2 Silver Beech Ct.
Setauket, New York 11733
E-mail: rhenrich@henrichinc.com
Tel: 631-413-1305

Value Offered: High energy and passion for international business. Strong background in dealing with language and cultural differences. Effective team player in a multicultural business environment. Fluent in Chinese, Spanish and English. IT and Internet savvy. Comfortable in business dealings in small, medium and large sized firms. Experience in consulting, market research and IT.

Experience:

Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present
West Babylon, New York

COO

2015-Present

Responsible for the daily operation of the organization, reporting directly to the CEO.

- Manage key indicator for performance of all managerial level employees
- Develop key operational objectives to ensure smooth operations and stable growth
- Responsible for reporting financial results to CEO and accounting team

Director of Marketing & International Sales

2008-2015

Directed digital and customer experience initiatives across Henrich sales channels including:

- Development of ecommerce website and fully integrated backend order management system
- Launch of corporate website and VI update for company
- Established international presence through Henrich China and Spain subsidiaries

Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008
Yunnan Province

PRODUCT AND MARKET DEVELOPMENT

Senior Partner

Along with graphic designer Jake Caccia, is one of the first wholly foreign owned Asia based Specialty Tea purveyors. Through intimate contact and strong relationship building Andao has developed a full line of premium, ultra high quality organic tea products. Andao's products are currently marketed in bulk and retail in the US and Europe.

Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002
Madrid, Spain

LEGAL CONSULTING SERVICES

Director

Created and successfully implemented a ground-up IT solution for providing data protection services in accordance with European Union regulation. Led a three member development team in executing design and development of a completely automated on-line legal consulting service. Dipro experienced clear first-mover advantages. Clientele base expanded rapidly as of implementation date.

LEARNING EXPERIENCES

University of Vermont,

School of Business Administration

Fall 1998 – May 2003

Major: Business Administration Minor: Economics

Graduated with Honors Cum Laude GPA: 3.71

Graduating Member of Beta Gamma Sigma, Omicron

Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

2004-2005

Fudan University, Mandarin Chinese

Summer 2002

University of Madrid, Studied Law, Economics, Politics and Language

Fall 2000 – Spring 2002

OTHER

Trilingual; Chinese, English and Spanish
Photography Enthusiast

Joseph Pezdan

1151 Tanner Street
Holbrook, NY 11741
(631) 676-6629
jpezdan@henrichinc.com

Relevant Skills/Certifications: Containment Solutions Tank Installation Certification, Xerxes Tank Installers Certification, OSHA Hazwoper 40 Hour Certification, Standard First Aid/CPR, Associates Degree in Computer Programming.

Experience:

1990-Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- Vice President in charge of operations
- Develop new customers for equipment and installation businesses
- Grow sales by adding new product/services to Henrich's current portfolio
- Work with Maintenance Team to ensure new business opportunities
- Prepare sales action plans and strategies geared towards target markets
- Supervisor of operation and financial departments
- Project estimating and management
- New customer development for service and sales department
- Supervisor of purchasing, manufacturer's product, and pricing structure
- New product information management and product implementation

1984-1990

Restaurant Entrepreneur

1982-1984

Maintenance Manager - Snug Harbor Condominium

1979-1982

General Manager -- Arcadian Gardens



References:

Sprague Energy Corporation

Peter Hughes
440 Mamaroneck Ave
Harrison, NY 10524
516-322-0834
PHughes@Spragueenergy.com

Nassau County Department of Public Works

Robert Lotito
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-6886
rlotito@nassaucountyny.gov

Suffolk County Department of Public Works

Melinda Hicks
335 Yaphank Ave
Yaphank, NY 11980
(631) 852-5233
Melinda.Hicks@SuffolkCountyNY.GOV

New York City Department of Sanitation

Richard Dolan
52-35 58th Street
4th Floor
Woodside, NY 11377
(718) 334-9152
rdolan@dsny.nyc.gov

New York City Department of Transportation

Peter Sambalis
55 Water Street 7th Floor
New York, NY 10041
212-839-8920
psambalis@dot.nyc.gov



Call us today to order: 631.293.6920 or visit us online at www.henrichinc.com
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979



Summary of Relevant Accomplishments:

- **Henrich Equipment Company is a premier direct distributor for all major petroleum equipment manufactures since 1969, including Veeder Root, Gasboy, Dresser Wayne, OPW and many others.**
- **Henrich was instrumental in the approval of Veeder Root remote monitoring service with NYS DEC and all NYC municipal agencies.**
- **Henrich has supplied and installed hundreds of Veeder Root systems with municipal agencies like NYC Sanitation, Nassau County, NYC TBTA, NY & NJ Port Authority and many others.**
- **Henrich was the first Veeder Root authorized remote monitoring provider in NY State and still has monitoring contracts with many municipal agencies like NYC Sanitation, NYC DOT, NYC Police, City of New Rochelle and others.**



Call us today to order: 631.293.6920 or visit us online at www.henrichinc.com
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

NASSAU COUNTY DEPARTMENT OF HEALTH

NASSAU COUNTY CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

ADDRESS: 42 Field St., West Babylon, NY 11704

EFFECTIVE DATE: 05/01/2017

EXPIRATION DATE: 04/30/2019

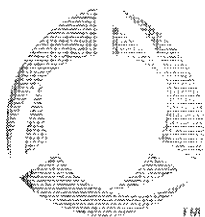
Issue Date: 06/21/2017

COP#: 201702

Lawrence Eisenstein

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Certificate of Completion



Steven E. Rademacher - A29406

Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

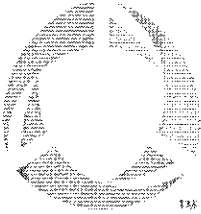
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Umit Ayazoglu - B34877

Has satisfactorily completed:

Veeder-Root ATG Technician

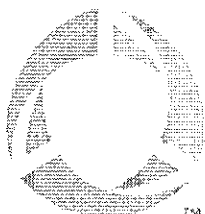
Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



Certificate of Completion



Bulent Dorak - B34878

Has satisfactorily completed:

Veeder-Root ATG Technician

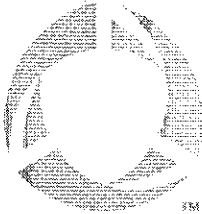
Becky Anderson, Manager, Service NPI

Acquired On:
07-MAR-2018

Expires On:
06-MAR-2020



Certificate of Completion



Robert Eggers - A23289
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson

Becky Anderson, Manager, Service NPI

Acquired On:

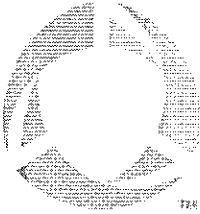
07-MAR-2018

Expires On:

06-MAR-2020



Certificate of Completion



Robert Delatorre - B34972
Has satisfactorily completed:

Veeder-Root ATG Technician

Becky Anderson, Manager, Service NPI

Acquired On:

07-MAR-2018

Expires On:

06-MAR-2020



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 Robert J Hendrich
Date of birth 9/2/1954
Home address 57 HAMLET DR
City/state/zip MT. SINAI N.Y. 11766
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
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 6/1/1972 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.
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.

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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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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



TITLE

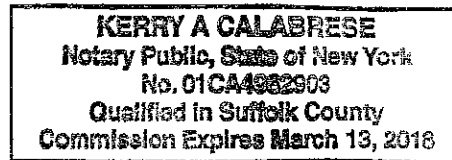
CERTIFICATION

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, Robert Henrich, 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 17 day of November 2017

Kerry A Calabrese
Notary Public



Henrich Equipment Co. Inc
Name of submitting business

ROBERT HENRICH
Print name

[Signature]
Signature

CEO
Title

11.17.17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

CEO
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ROBERT JOSEPH HENRICH
Date of birth 08/13/1980
Home address 2 SILVER BEACH CT
City/state/zip E. SEAVUKEET N.Y. 11733
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
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 / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /

(Other) C.O.O. 11/14/2015 TO PRESENT

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, ROBERT JOSEPH HENRICH, 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 27 day of November 2017

Kerry A Calabrese
Notary Public

KERRY A CALABRESE
Notary Public, ~~State~~ of New York
No. 01CA4982303
Qualified in ~~Suffolk~~ County
Commission Expires ~~March~~ 13, 2018

Name of submitting business: HENRICH EQUIPMENT CO INC

By: ROBERT HENRICH
Print name
[Signature]
Signature
C. O. O.
Title

11 / 27 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 Joseph Perdan
Date of birth 03/08/1960
Home address 1551 TANNER ST
City/state/zip HOLBROOK N.Y. 11741
Business address 42 FIELD ST
City/state/zip W. BABYLON N.Y. 11704
Telephone 631 293-6920
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 / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 09/12/2012 1 PRESENT
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details. 5% STOCKHOLDER

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.

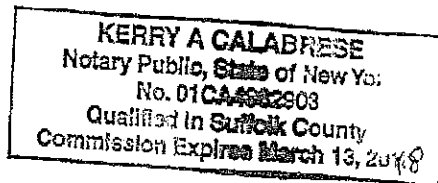
CERTIFICATION

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I, JOSEPH PEZDAN, 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 27 day of November 2017

Kerry A Calabrese
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO INC.

By: JOSEPH PEZDAN
Print name
[Signature]
Signature
V.P.
Title

11 / 27 / 2017
Date

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.

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 is 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.

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

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

Delivery to be made 15 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

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.

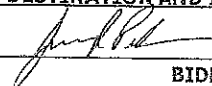
*****VENDOR CLAIM CERTIFICATION*****

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.

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

BIDDER SIGN HERE



BIDDER

VILE PRESIDENT

TITLE

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>

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.

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>

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

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.

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

BIDDER SIGN HERE

BIDDER

TITLE

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

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: _____

1 YEAR

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

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

NONE

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.

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.

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.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: _____ 365 _____ DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
0 days.

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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

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

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

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

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

GREAT DIVIDE INSURANCE CO.

Or

B) Certificate of Insurance with Indemnification agreement (hold harmless clause):

Include the certificate of insurance with your bid Nassau County **Must** be named as an additional insured

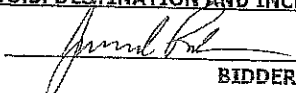
INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured,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

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

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

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BIDDER

Vice President
TITLE

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

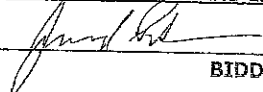
PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal.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

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

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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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

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

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, **THE PURCHASE OF PARTS WE BE ALLOWED.**

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

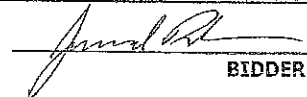
Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

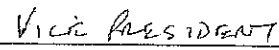
Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

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BIDDER SIGN HERE


BIDDER


VICE PRESIDENT
TITLE

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

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

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

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

NON PERFORMANCE

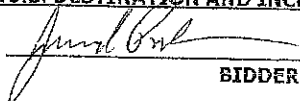
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the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

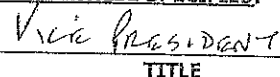
DISCLAIMER

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

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

BIDDER SIGN HERE


BIDDER


TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

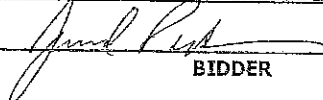

Signature

Vice President
Title

11/21/17
Date

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Vice President
TITLE

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 is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

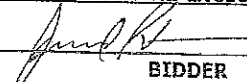
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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

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

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BIDDER

VICIE PRESIDENT
TITLE

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 21 day of NOVEMBER, 20 17 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

HENRICH EQUIPMENT CO., INC.

Address:

42 FIELD STREET

Street:

City, Town, etc:

WEST BABYLON, N.Y. 11704

Telephone:

631-293-6920 Title: VICE PRESIDENT

If applicable, responsible Corporate Officer

Name

JOSEPH PRZEDAN Title VICE PRESIDENT

Signature:

[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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[Signature]
BIDDER

VICE PRESIDENT
TITLE

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 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 placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

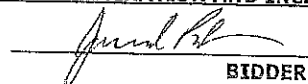
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau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

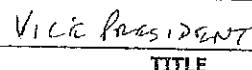
Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

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

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BIDDER


VICE PRESIDENT
TITLE

NY STATE LABOR LAW

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

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

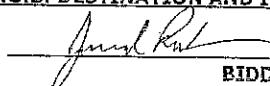
iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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Vice President

TITLE

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

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

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>

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call **Robert Lotito at (516)-571-9450** for an appointment to visit the site.

Specifications:

The purpose of this bid is to obtain a manufacture factory authorized provider and installer of Veeder-Root tank alarms for tanks at Nassau County Locations. The award winning bidder will maintain and repair existing alarms and furnish and install new alarms as needed.

The County has approximately 450 underground storage tanks at over 150 locations countywide that are mandated by Nassau County Fire Commission, NYS Dec, N/County Department of Health Regulations to be monitored.

Vendor will provide all labor and materials necessary to install Veeder Root Tank gauge, high level & leak detection systems.

Description when ordered the contractor will install, monitoring system for the underground tank, a system being defined as a veeder Root TLS 350, 450 and 450 plus alarm system. The personnel performing this system shall be currently licensed by Nassau County Health Department/Fire Marshal to do this type of work

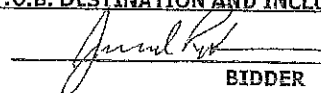
Bidders must be able to provide at least three (3) references from a large scale operation that monitor multiple tanks in at least five (5) different locations.

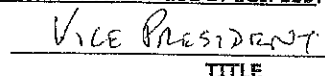
Bidders must have a minimum of five (5) certified level-4 Veeder-Root technicians on payroll Please provide a copy of your most recent payroll and certification documents with your bid.

Bidders should have sufficient credit with suppliers to be able to handle three (3) sites being fitted with alarms simultaneously. references shall be made available if requested by Nassau County.

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TITLE

During the course of each job for maintenance, repair or installation, daily work tickets shall be compiled by staff noting the time of job start, job end, technicians on site and work accomplished for each day. These tickets will be signed by both the vendor supervisor on the site and the Nassau County representative on site and submitted with your claims.

Vendors shall arrive at job sites in company owned and company marked vehicles stocked with items commonly used in their trade. Vendors should not be leaving the job site to obtain common items (i.e., duct tape, screws, adhesive liquid, cable ties, tools) vendors who need to leave the job site to obtain items common to their trade shall not bill the County for the time taken to obtain these items. Vendors who need to purchase system-specific parts may leave to obtain these with approval by the Nassau County representative.

The vendor will work with Nassau County DPW & IT Dept. on the central monitoring system. Vendor will provide a server, configured within the specifications provided by the Dept. of IT to host the monitoring software, vendor will install the software and assist in configuring it within the Department of Information Technology specifications. All tank site connections will be made with the connections approved by the Department of IT and by the NYS Dept. of environmental Conservation and the Nassau County Fire Commission and or Nassau County department of Health. Nassau County has the option for the Veeder Root FMS monthly monitoring service that provides DEC compliance reporting.

Contractor shall supply and install Veeder Root tank monitoring systems per manufacturers specifications by certified technicians, perform system start up submit warranty paperwork to Veeder Root. The Veeder Root equipment shall be the latest version and confirm, be approved by the Nassau County Fire Marshall. System functionally testing and the installation of additional monitoring systems that will allow the interfacing with central monitoring which may be EPA. DEC or other local governmental agencies.

Pricing:

For maintenance and repair of existing alarms, and for new installations no longer covered under warranty

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 7:00 A.M. AND 3:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES INITIAL DIAGNOSIS)
\$ 75.00

B2) REGULAR HOURLY RATE at \$ 106.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ 26.50 / $\frac{1}{4}$ hr.

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 12 %

B7) COST PLUS % 15 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the

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part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 30 days

OVERTIME RATES: All other times (after 3:00 PM or before 7:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) \$ 100.00

B9) REGULAR HOURLY RATE at \$ 159.00 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ 39.75 / $\frac{1}{4}$ hr.

RESPONSE TIME 2 HRS

Pricing for new Installations.

1) Furnish Veeder-Root TLS-450 plus unit \$ 2,202.00 Ea.

2) Veeder-Root catalog items (not including base unit) \$ _____ Ea.
Manufacture list price minus 12 %

3) Labor -- Furnished between the hours of 7:00 am and 3:00 pm \$ 119.00 Ea.

4) Labor -- furnished before 7:00 am and after 3:00 pm and or on weekends or holidays \$ 159.00 Ea.

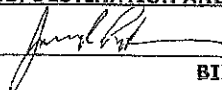
5) Helper -- furnished between the hours of 7:00 an and 3:00 pm \$ 95.00 Ea.

6) Helper -- furnished before 7:00 am and after 3:00 pm or on Weekends or holidays \$ 149.00 Ea.

7) Parts not covered in Veeder-Root catalog
Manufacture list price minus 15 %
Cost plus 15 %

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Vice President

TITLE

Parts: the purchasing of parts will be allowed on this contract at:

Manufacture list price minus	<u>15</u>	%
Cost plus	<u>15</u>	%

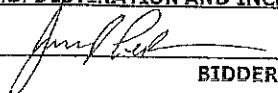
There is no mileage or travel time allowed.

Rental of specialized equipment will be at blue book rate with no mark ups allowed.

Additional services, tanks, locations, maintenance and repairs can be added to this contract with written quote and amendment.

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TITLE

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: NOVEMBER 22, 2017 AT 11 A.M.
BID NO: 10031-11227-172
REQ. NO: N/A
TITLE: VEEDER ROOT SYSTEM MAINT/F & I

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD	
			REMSTAR CORPORATION	HENRICH EQUIPMENT CO.												AWARD TO NO.	AMOUNT
B1	MINIMUM CALL OUT CHARGE (IF ANY)	\$	165.00	75.00													
B2	REGULAR HOURLY RATE	HR.	165.00	106.00													
B3	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	41.25	26.50													
B4	TRAVEL TIME (IF ANY)																
B5	MILEAGE (IF ANY)																
PARTS B6	MANUFACTURER'S LIST PRICE LESS	%	1%	12%													
B7	COST PLUS	%	0%	15%													
OVERTIME B8	MINIMUM CHARGE (IF ANY)	\$	205.00	100.00													
B9	REGULAR HOURLY RATE	HR.	205.00	159.00													
B10	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	51.25	39.75													
1	FURNISH VEEDER-ROOT TLS-480 PLUS UNIT	EA	2,500.00	2,202.00													
2	VEEDER-ROOT MFT LIST PRICE MINUS %	%	-1%	12%													
3	LABOR 7:00AM-3PM	EA	165.00	119.00													
4	LABOR BEFORE 7:00AM & AFTER 3:00PM	EA	205.00	159.00													
5	HELPER 7:00AM-3:00PM	EA	165.00	95.00													
6	HELPER BEFORE 7:00AM & AFTER 3:00PM	EA	205.00	149.00													
7	PARTS NOT COVERED VEEDER-ROOT MFT LIST PRICE MINUS	%	-1%	15%													
	PARTS NOT COVERED VEEDER-ROOT COST PLUS	%	0%	15%													
	PARTS MANUFACTURE LIST PRICE MINUS	%	1%	15%													
	PARTS COST PLUS	%	0%	15%													
PREPARED BY		TERMS	1%														

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 11/22/17 Claudia Colasurdo Technical
PUBLIC BID OFFICER Colasurdo

Title:

bid #

Comparison OF Bids

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

% and \$ difference plus or minus over

pre-encumbrance #VALUE! #VALUE!

Vendors

line	qty	Henrich Equipment		Gemstar Construction		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	75.00	75.00	165.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00
2	1	106.00	106.00	165.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	106.00
3	1	26.50	26.50	41.25	41.25	0.00	0.00	0.00	0.00	0.00	0.00	26.50
4	1	12.00	12.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00
5	1	15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
6	1	100.00	100.00	205.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
7	1	159.00	159.00	205.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	159.00
8	1	39.75	39.75	51.25	51.25	0.00	0.00	0.00	0.00	0.00	0.00	39.75
9	1	2202.00	2202.00	2500.00	2500.00	0.00	0.00	0.00	0.00	0.00	0.00	2202.00
10	1	12.00	12.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00
11	1	119.00	119.00	165.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	119.00
12	1	159.00	159.00	205.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	159.00
13	1	95.00	95.00	165.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00
14	1	149.00	149.00	205.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00
15	1	15.00	15.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
16	1	15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
17	1	15.00	15.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
18	1	15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
sum			3329.25		4076.50		0.00		0.00		0.00	0.00
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			3329.25	Total	4076.50	Total	0.00	Total	0.00	Total	0.00	874.50
Delivery	10 Days			14 days								
Terms	Dest.			Dest.								
F.O.B.	Net 30			1/20/h30								
Vin	112224526			133604901								
Tel No.	631-93-6920			718-442-8200								
Verbal	Joseph Pezdan			John Saia								
Date	11/22/2017 sealed bid			11/22/2017 sealed bid								

Note .

Formal Sealed Bid Number 10031-11227-172 Title Veeder Root Systems Maintenance/Furnish and Install

* key 0=No Bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2017

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 Malpigli & Associates Ins. Agency, Inc. 3311 Sunrise Highway Islip Terrace, NY 11752	CONTACT NAME: Diane Privitera	FAX (A/C, No): 631-581-3030	
	PHONE (A/C, No, Ext): 631-581-5555	E-MAIL ADDRESS: diane@malpigliins.com	
INSURED Henrich Equipment Co Inc. 42 Field St West Babylon, NY 11704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Divide Insurance Co		25224
	INSURER B: Global Facilities, Inc		42390
	INSURER C: Great Divide Insurance Co		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00000000-7722518

REVISION NUMBER: 206

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 CERTIFICATION 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.

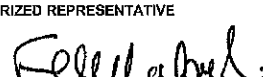
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ECP2016419-12	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000/ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HEAU823212	06/05/2017	06/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2016421-12	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	per claim 3,000,000
C	Professional Liability			ECP2016419-12	11/18/2017	11/18/2018	Each Claim 2,000,000

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

BPO Id#- BPNC12000146. Nassau County is included as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing One West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (DIP)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/18

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
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE
(A/C, No, Ext): 800-743-8130

FAX
(A/C, No): 800-522-7514

EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Ins Co

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADP TotalSource DE IV, Inc.
10200 Sunset Drive
Miami, FL 33173
L/C/F
Henrich Equipment Co Inc
42 Field St
Babylon, NY 11704

COVERAGES

CERTIFICATE NUMBER: 1851069

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 026182194 NY	12/30/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ Unlimited E.L. DISEASE - EA EMPLOYEE \$ Unlimited E.L. DISEASE - POLICY LIMIT \$ Unlimited

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

All worksite employees working for HENRICH EQUIPMENT CO INC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

CANCELLATION

Nassau County
Office of Purchasing
One West Street 1st floor 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

Aon Risk Services, Inc of Florida

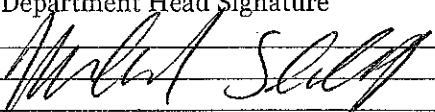
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Nassau County

Office of Purchasing

A-30-18**Staff Summary A-30-2018**

Subject: Small Claims Comparable Program (S/B # 20867-02208-018, RQAS18000005)
Department: Office of Purchasing
Department Head Name: Robert Cleary
Department Head Signature 

Date: February 26, 2018
Vendor Name: Michael Haberman Associates, Inc.
Contract Number: A-30-2018
Contract Manager Name: Kimberly Stanton

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to C.E.
	Budget	03/2/2018	County Atty.
	Deputy C.E.		County Exec.

Narrative

Purpose: To purchase an 'off-the-shelf' software package which will provide the Department of Assessment with a Comparable Market Analysis (CMA) for claims on a parcel level for use in the Small Claims Assessment Review. Vendor will provide software in a Non-Hosted format (from March 1, 2018 through August 31, 2018, with the option to extend) for the 2018/2019 Tax year.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid, of which one (1) vendor was a woman/minority owned businesses. Two (2) bids were received.

Impact on Funding: Project cost is Three Hundred Sixty-Eight Thousand Dollars (\$368,000.) from general funds.

Recommendation: Purchasing recommends awarding a purchase order to Michael Haberman Associates, Inc. as lowest responsible bidder meeting specifications.

2018 MAR - 2 A 11:25

RECEIVED
NASSAU COUNTY
CLERK OF THE CLERK
OFFICE OF THE CLERK

COUNTY OF NASSAU
INTER -- DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-30-2018

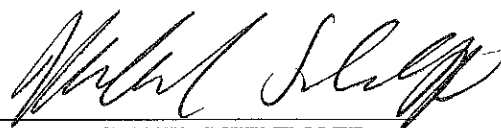
FROM: ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE: MARCH 01, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF ASSESSMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$368,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT ASSESSMENT TO MICHAEL HABERMAN ASSOCIATES, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A COMPARABLE MARKET ANALYSIS SOFTWARE FOR NASSAU COUNTY DEPARTMENT OF ASSESSMENT.

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

2018

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 20867-02208-018 to provide Comparable Market Analysis (CMA) software for the Nassau County Department of Assessment as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm MICHAEL HABERMAN ASSOCIATES, 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 Purchase Order with MICHAEL HABERMAN ASSOCIATES, 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?

Nassau County Republic Committee - 11/1/16 - 1/8/18 - \$4,550

Citizens for Nicoletto - 3/23/17 - \$500

Campaign for Todd Kaminsky - 12/14/17 - \$5,000

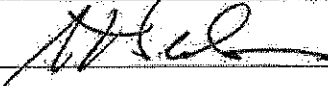
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: Michael Haberman Associates, Inc.

Dated: February 26, 2018

Signed: 

Print Name: Michael Haberman

Title: President

Page 1 of 4

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


TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

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

BIDDER

TITLE

Page 3 of 4

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, @018, 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 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 the 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: 2/15/18

Signed: [Signature]

Print Name: Richard H. DeSena

Title: Pres.

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

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TITLE

Page 4 of 4:

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

The term “lobbying” or “lobbying activities” does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television station 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 rules-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 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.

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TITLE

PRINCIPAL QUESTIONNAIRE FORM

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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 Michael Haberman
Date of birth 12 / 10 / 1943
Home address 1070 Links Road
City/state/zip Woodmere, New York 11598
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
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 6 / 1 / 1979 Treasurer 10 / 1 / 1970
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 2 / 1 / 1976
Vice President 2 / 1 / 1976 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Michael Haberman owns 1/3 interest of the 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 ____ 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.

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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 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.

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

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.

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BIDDER


TITLE

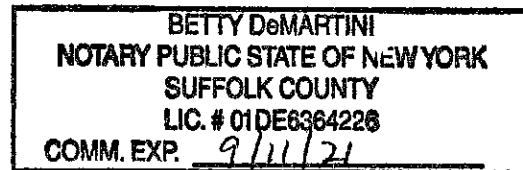
CERTIFICATION

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I, Michael Haberman, 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 February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name

[Signature]
Signature

President
Title

2, 15, 18
Date

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

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[Signature]
BIDDER

[Signature]

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Ronald Haberman
Date of birth 10 / 14 / 1950
Home address 4 Manchester Lane
City/state/zip Stony Brook, New York 11790
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
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 ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 6 / 1 / 1985 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Ronald Haberman owns a 1/3 interest of the 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 ____ 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.

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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 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.
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 - 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.

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

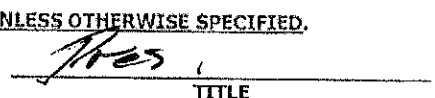
FORMAL SEALED BID PROPOSAL
20867-02208-018

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.
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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.

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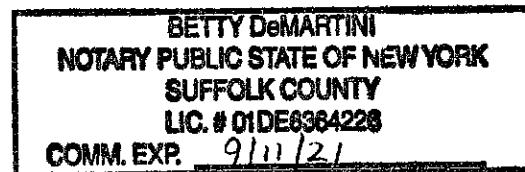
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I, Ronald Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Ronald Haberman
Signature

Vice President
Title

2, 15, 18
Date

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Ronald Haberman
BIDDER

Michael Haberman
TITLE

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1. Principal Name Thomas Donato
Date of birth 1 / 1 / 1956
Home address 2470 Grand Avenue
City/state/zip Bellmore, New York 11710
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
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 ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 10 / 1 / 2016 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Thomas Donato owns a 1/3 interest of the 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 ____ NO X; If Yes, provide details.
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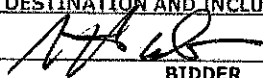
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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

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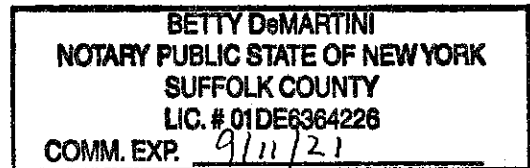
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I, Thomas Donato, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to 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 February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Thomas Donato
Print name

Thomas Donato
Signature

Vice President
Title

2, 15, 18
Date

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Michael Haberman
BIDDER

Michael Haberman
TITLE

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: February 14, 2018

1) Proposer's Legal Name: Michael Haberman Associates, Inc.

2) Address of Place of Business: 125 Front Street, Mineola, New York 11501

List all other business addresses used within last five years:

None

3) Mailing Address (if different): _____

Phone : 516-739-8080

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 11-2510480

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 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: _____

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OFFICE OF PURCHASING
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FORMAL SEALED BID PROPOSAL
20867-02208-018

- 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. _____

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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.

The Company has always maintained and will continue to maintain a policy restricting potential conflicts of interest or an appearance of a conflict of interest.

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; 1968

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **See Principal Questionnaire Form**
- iii) Name, address and position of all officers and directors of the company; **See Principal Questionnaire Form**
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 16
- vi) Annual revenue of firm; \$1,917,888
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 48

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 Town of Babylon

Contact Person Joan Ball, Assessor

Address 200 East Sunrise Highway

City/State Lindenhurst, New York 11757

Telephone 631-957-3014

Fax # 631-957-4409

E-Mail Address jball@townofbabylon.com

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Company City of Glen Cove

Contact Person Timothy Tenke, Mayor

Address 9 Glenn Street

City/State Glen Cove, New York 11542

Telephone 516-676-2004

Fax # _____

E-Mail Address _____

Company Town of Huntington

Contact Person Roger Ramme, Assessor

Address 100 Main Street

City/State Huntington, New York 11734

Telephone 631-351-3226

Fax # _____

E-Mail Address rramme@huntingtonny.gov

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BIDDER

TITLE

Date: February 28, 2018

Bid #20867-02208-018
Small Claim Comparable Program

Buyer: Kimberly Stanton

Vendor: Michael Haberman Associates, Inc.
125 Front Street
Mineola, NY 11501

Confirmed References

- 1) Town of Babylon – Joan Ball (631) 957-3014
See copy of email reference attached
- 2) City of Glen Cove – Sandra Clarson (516) 676-2004
See copy of email reference attached
- 3) Town of Huntington – Roger Ramme (631) 351-3226
See copy of email reference attached

Stanton, Kimberly

Reference - Town of Babylon

From: Joan Ball <jball@townofbabylon.com>
Sent: Monday, February 26, 2018 4:31 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Kimberly,

Haberman Associates, Inc. has been a great service to me and the Town of Babylon. They've been handling our SCARs for more than ten years and also do occasional preliminary appraisals as needed for large IDA and commercial projects. Yes, they are easily reached, helpful and quick to respond and just a nice group of people to work with.

Nice hearing from my neighbor to the west ... If you have any other question don't hesitate to reach out !

Joan

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 3:43 PM
To: Joan Ball <jball@townofbabylon.com>
Subject: Nassau County Office of Purchasing - References

Good Afternoon Joan,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Joan Ball, Town of Babylon as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

Long Island, New York



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Stanton, Kimberly

REFERENCE - City of Glen Cove

From: Sandra Clarson <SClarson@cityofglencoveny.org>
Sent: Tuesday, February 27, 2018 1:48 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

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Hi Kim,

Please see our comments below in Red. We work with Tom Donato in particular, he has been very professional, accommodating and knowledgeable in all of years dealing with him. Would recommend.

Any further questions please do not hesitate to ask.

Thanks,

Sandra Clarson

City Controller

*City of Glen Cove, New York
9 Glen Street
Glen Cove, New York 11542-4106*

PH: 516-676-2789
Fax: 516-320-7834
sclarson@cityofglencoveny.org

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 4:09 PM
To: Sandra Clarson
Subject: FW: Nassau County Office of Purchasing - References

From: Stanton, Kimberly
Sent: Monday, February 26, 2018 4:07 PM
To: 'sclarson@cityofglencove.org' <sclarson@cityofglencove.org>
Subject: Nassau County Office of Purchasing - References

Good Afternoon Sandra,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Timothy Tenke, City of Glen Cove as a reference. Please give me some insight on this vendor. Has provided assessment services for the city for the past 6 years. Do you have any complaints? No, very knowledgeable and professional. Are they easily reached and quick to respond? Yes

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

Long Island, New York



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Stanton, Kimberly

Reference - Town of Huntington

From: Roger D. Ramme <RRAMME@huntingtonny.gov>
Sent: Monday, February 26, 2018 3:58 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

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Kimberly –

I have worked with the Haberman firm for the past 5 years, and their firm has handled between 4,000 and 6,000 SCAR cases annually for my office.

Throughout this period I have had no bad experiences with them. They are easily reached and quick to respond to challenges due to changes in court and office procedures, and have generally been a pleasure to work with. I highly recommend them.

Please feel free to contact me if you require any additional information regarding this firm. Thank you.

Roger

Roger D. Ramme, Assessor
Town of Huntington
100 Main Street
Huntington, New York 11743
Tel: 631-351-3226
Fax: 631-425-0128
Email: rramme@huntingtonny.gov



From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 3:43 PM
To: Roger D. Ramme
Subject: Nassau County Office of Purchasing - References

Good Afternoon Roger,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Joan Ball, Town of Babylon as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

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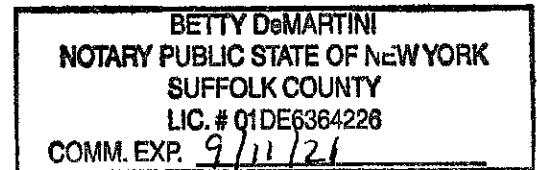
CERTIFICATION

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

I, Michael Haberman, 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 February 2018

Betty DeMartini
Notary Public



Name of submitting business: Michael Haberman Associates, Inc.

By: Michael Haberman
Print name

Signature [Signature]

President

Title
2, 15, 18
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: Michael Haberman Associates, Inc.

Address: 125 Front Street

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2510480

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):

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

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.

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

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BIDDER


TITLE

Page 2 of 4

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

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

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TITLE

Page 3 of 4

(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: 8/15/18

Signed: 
Print Name: Michael Haberman

Title: President

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TITLE

Page 4 of 4:

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

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BIDDER



TITLE

OPENED: FEBRUARY 20, 2018 AT 11 A.M.
 BID NO: 20867-02208-018
 REQ. NO: RQAS18000005
 TITLE: SMALL CLAIMS COMPARABLE PR

THINGAN &
ASSOC.

[illegible]

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER: 20867-02208-018
	COUNTY OF NASSAU		Dated: 02/14/2018
	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 OPENING DATE February 20, 2018 11:00 A.M. E.D.S.T.
BUYER: Kimberly Stanton		TELEPHONE: 516-571-6679	REQUISITION NUMBER: RQAS18000005

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: SMALL CLAIMS COMPARABLE PROGRAM

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: Nassau County Department of Assessment	GUARANTEED DELIVERY DATE 3/1/2018 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 11-2510480
---	---

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER Michael Haberman Associates, Inc.			
ADDRESS 125 Front Street			
CITY Mineola	STATE NY	ZIP CODE 11501	TELEPHONE 516-739-8080
SIGNATURE OF AUTHORIZED INDIVIDUAL 		Michael Haberman, President	
		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 IMPOSED 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 (Fedor-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

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, baling 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: Michael Haberman Associates, Inc.

Address: 125 Front Street, Mineola, New York 11501

Telephone No: 516-739-8080

Fax No: 516-739-1810

1. State Whether: A Corporation X
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. See below
- 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.

Michael Haberman, 1070 Links Road, Woodmere, New York 11598

Ronald Haberman, 4 Manchester Lane, Stony Brook, New York 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, New York 11710

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BIDDER


TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Michael Haberman Associates, Inc.

ADDRESS:

125 Front Street, Mineola, New York 11501

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT

Michael Haberman, 1070 Links Road, Woodmere, New York 11598

VICE PRESIDENT

Ronald Haberman, 4 Manchester Lane, Stony Brook, New York 11790

SECRETARY

VICE PRESIDENT Thomas Donato, 2470 Grand Avenue, Bellmore, New York 11710

TREASURER

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? 1968

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? None

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
Michael Haberman	President	50	Real Estate Appraiser & Consultant	President
Ronald Haberman	Vice President	38	Real Estate Appraiser & Consultant	Vice President
Thomas Donato	Vice President	20	Real Estate Appraiser & Consultant	Vice President

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

None

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION Same as #7 above.

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Michael Haberman
BIDDER

Michael Haberman
TITLE

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: Town of Babylon

ADDRESS: 200 East Sunrise Highway

Babylon, New York 11735

TELEPHONE: 631-957-3014 CONTACT PERSON Joan Ball

CONTRACT DATE: Began in 1998

2. REFERENCE'S NAME: City of Glen Cove

ADDRESS: 9 Glenn Street

Glen Cove, New York 11542

TELEPHONE: 516-676-2004 CONTACT PERSON Timothy Tenke, Mayor

CONTRACT DATE: Began in 2010

3. REFERENCE'S NAME: Town of Huntington

ADDRESS: 100 Main Street

Huntington, New York 11734

TELEPHONE: 631-351-3226 CONTACT PERSON Roger Ramme

CONTRACT DATE: Began in 2012

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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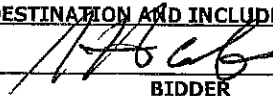
**OFFICE OF PURCHASING
COUNTY OF NASSAU, STATE OF NEW YORK**


**FORMAL SEALED BID PROPOSAL
20867-02208-018**

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

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

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

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

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

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

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

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

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

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

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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.

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.

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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.

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

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

Redacted, website-ready version

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

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

This includes but not limited to:

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

Page 1 of 4

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INTENT

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

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.

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 is 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.

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

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

Delivery to be made March 1, 2018 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

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.

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

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 2 years_____ AFTER BID OPENING

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.

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

Not applicable_____ days.

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.

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.

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

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

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

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

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

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

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

DEFAULT: 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 of Nassau 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 of Nassau 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.

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

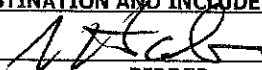
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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.

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

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.
- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1. "Employee," "Employer"

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e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

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b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

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Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

- i. Non-residential domestic violence services under the New York Social Services Law.
 - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

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c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

- a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.
- b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:
 - i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.
 - ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

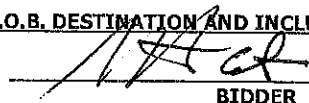
7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 21.05 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Michael Haberman (Name)

125 Front Street, Mineola, New York 11501 (Address)

516-739-8080 (Telephone Number)

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

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:

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

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wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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.

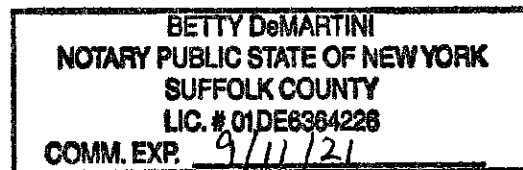
2/15/18
Dated

[Signature]
Signature of Chief Executive Officer

Michael Haberman
Name of Chief Executive Officer

Sworn to before me this
15 day of February, 2018.

[Signature]
Notary Public



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[Signature]
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[Signature]
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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>

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.

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>

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Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

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

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

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

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: **NOT APPLICABLE**

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES N/A

_____ \$ _____

B2) REGULAR HOURLY RATE at \$ _____/hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ _____/¼ hr.

B4) TRAVEL TIME (IF ANY) _____

B5) MILEAGE (IF ANY) _____

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS _____ %

B7) COST PLUS % _____ %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: _____ days

LABOR: _____ days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

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TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
20867-02208-018**

B8) MINIMUM CHARGE (IF ANY) \$ _____

B9) REGULAR HOURLY RATE at \$ _____/hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ _____/ ¼ hr.

RESPONSE TIME _____ HRS

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

NON PERFORMANCE

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

DISCLAIMER

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

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BIDDER


TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED
Michael Haberman DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X


Signature

President
Title


Date

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

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BIDDER


TITLE

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 is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

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 foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

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

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BIDDER


TITLE

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 14 day of Feb., 2018 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Michael Haberman Associates, Inc.

Address:

125 Front Street

Street:

City, Town, etc:

Mineola, New York 11501

Telephone:

516-739-8080

Title: _____

If applicable, responsible Corporate Officer

Name Michael Haberman

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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[Signature]
BIDDER

[Signature]
TITLE

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 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 placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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TITLE

NY STATE LABOR LAW

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

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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

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BIDDER


TITLE

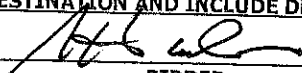
Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties 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>

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TITLE

The County will be selecting one vendor. The County will determine whether it will be hosted or not hosted by the County solely at the County's discretion.

OVERVIEW:

THE DEPARTMENT OF ASSESSMENT IS IN NEED OF A SYSTEM OR PROGRAM THAT WILL PROVIDE THEM WITH A COMPARIBLE MARKET ANALYSIS EN MASSE ON A PARCEL LEVEL CONTAINING NO LESS THAN FIVE (5) COMPARIBLE SALES FOR THE UNIVERSE OF CASES THAT FILE A SMALL CLAIMS ASSESSMENT REVIEW IN NASSAU COUNTY SUPREME COURT AGAINST THE COUNTY FOR 2018/2019 TAX YEAR. IN ADDITION TO THE COMPARABLE MARKET ANALYSIS, THE PRODUCT TO BE SUPPLIED SHOULD INCLUDE AN ARIAL MAP SHOWING THE LOCATION OF THE SUBJECT, COMPARABLES SALES AND A RADIUS SEARCH.

SPECIFICATIONS:

Assessment SOW

Assumptions:

- Applications will be used by 10-20 concurrent users
(the program is capable of handling 50 to 60 concurrent users)
- Applications will be needed from March 1, 2018 through August 31, 2018
(The program is currently in use, supporting 17 municipalities throughout Nassau, Suffolk and Westchester, simplifying dispositions of their small claim filings. Changes required to make the program comply with Nassau County specifications are minimal and can be completed well within the required timeframe.)
- The County prefers a HOSTED Solution
(Hosting would be provided through a well know third party vendor which we currently are under contract with.)
- If NOT hosted, the vendor is to provide technical specs as part of their response. Ex OS, CPU, RAM, Platforms needed
(OS: Windows sever 2003 or newer & Windows XP (SP3) or newer), CPU: Intel Pentium 4, AMD Athlon 64 or later), (RAM: 2GB of available Ram(4 GB recommended)), (Platform: R:Base Technologies, Inc)
- Data dump to be provided by the Nassau County Assessment Department
(Our database servers are capable of handling large datafiles with incremental backups completed routinely)

MANDATORY REQUIREMENTS

HOSTED COST

NON-HOSTED COST

- 1) Provide one cost for the Application / licensing for items 1.1 through 1.9 below.

\$ 375,000

\$ 350,000

- 1.1) The CMAs must include for the subject and comparable sales the parcel ID, distance in miles from the subject, school district, location within a Village, the most recent picture, selling price, buyer and seller, sales date, liber-page, class, lot size, house style, stories, year built, rooms/bath, square feet, garage, extras, location influences and a calculation of total adjustments and adjusted sales prices and subject value by average.

(As stated earlier, the program is in use disposing of small claims filing for many municipalities. Making the program compliant with Nassau County specifications would require the addition of 5 data fields to the CMA: Village 2 letter flag, buyer/seller, Liber-page, stories and rooms. The program also includes the ability to select comparable sales on a neighborhood basis. The minimal changes as indicated can be completed well within the required timeframe.) (see attachment 1.1)

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- 1.2) The CMAs must be prepared using standard appraisal practices but that the adjustments be determined by the NC Dept. of Assessment and that the adjustments are able to be made en masse pertaining to all parcels or en masse at various price points.

(The program was designed to comply with typical appraisal practices having the ability to adjust on a per parcel basis or mass basis.) (see attachment 1.2)

- 1.3) Each CMA must have the ability to be manipulated individually, so that comparable sales can be put in or removed as seen fit by the individual handling the case and with the calculations modified to reflect the changes in live time and then being able to be run/printed as modified.

(Knowing that an appraiser will not always agree with comparable sales selected through the use of an algorithm, the program has the full flexibility of replacing comparable sales on the fly.)

(see attachment 1.3)

- 1.4) The CMA program must be capable of being set in an "comparability mode", such that no comparable is chosen for a CMA that is less than a certain percentage off the price of the subject.

(The rational was realized in the early stages of development, feedback from appraisers indicated that picking comparable that were truly not comparable, did not provide reliable values. Therefore, adjustable parameters were incorporated into the system.) (see attachment 1.4)

- 1.5) The program must be flexible, so it could be run by court date or the representative in addition to its being run all at one time.

(The program is currently designed to run batch files by court date. Updating it with the ability to run by SCAR Rep. would be of minimal effort.) (see attachment 1.5)

- 1.6) The program must allow the Department of Assessment to set the date parameters for choosing of the comparable sales.

(Date parameters are fully flexible, permitting current valuation or historic valuation where needed in an Article 7 filing. Sale price trending is provided for a 7-year period having the ability to utilize more sales in less active communities.) (see attachment 1.6)

- 1.7) The program must be flexible for the Department of Assessment to be able to determine the weight given to various factors in choosing comparable sales, i.e. distance from the subject, school district, and such additional parameters as the Department sees fit to institute.

(The ability to weight variables such as distance, school district, waterfront, style and so on, is the backbone of our system, providing the ability to fine tune external influences when needed.) (see attachment 1.7)

- 1.8) The provider must submit to the Dept. of Assessment, a comparable market analysis report in an electronic format that is capable of interfacing with the County's printing services to allow the County to print the reports when completed.

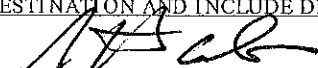
(The program is fully Microsoft compliant and permits use of all standard print drivers along with ODBC connections.)


- 1.9) The program must have the ability to provide a "bucket list" of sales (radius search) in distance from the subject. The program must have the ability to provide a default distance in choosing sales, but also have the ability to be adjusted by the Tax Specialist for individual properties when necessary. The sales in the bucket list must include the name of the buyer and seller for verification relative to the validity of the transaction.

(One of our earliest updates incorporated the use of radius reports. It was realized by our appraisers that we had no method to qualify if the program was missing the mark on value as indicated by the surrounding sales. The feature is fully adjustable on a mass or individual basis. Minor work to the report would require addition of buyer/seller.) (see attachment 1.9)

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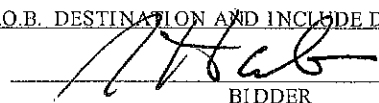

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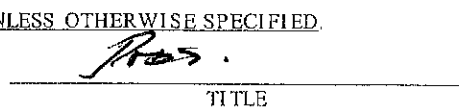
	<u>HOSTED COST</u>	<u>NON-HOSTED COST</u>
2) The vendor must provide on-site training to 10-20 Assessment staff at Nassau County offices	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
3) The vendor must provide Maintenance / support for 6-month period March 1, 2018 to August 31, 2018.	\$ <u>12,000</u>	\$ <u>12,000</u>
 TOTAL COST FOR ITEMS # 1-3	 \$ <u>393,000</u>	 \$ <u>368,000</u>

4) The vendor must provide hourly cost for onsite Professional services if needed	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr
5) The vendor must provide a single cost for extending items #1-3 above for 1 year.	\$ <u>275,000</u>	\$ <u>275,000</u>
6) The vendor must provide hourly cost for onsite Professional services if needed for the 1-year extension	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr

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BIDDER


TITLE

ADDENDUM

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

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

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

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

- iv) State of incorporation (if applicable): New York State

- v) The number of employees in the firm: 16

- vi) Annual revenue of firm: \$1,917,888

- vii) Summary of relevant accomplishments

- The Company has completed revaluations of eight villages in Nassau under the certification of the Office of Real Property Tax Services and continues to handle their tax certiorari and small claims approximating 2,500 cases per year.
- The Company has acted in the past as consultants to the County of Nassau's Department of Assessment in defense of its Class 1 Assessment Roll over a ten year period requiring the preparation of between 20,000 and 30,000 Comparable Market Analyses (CMA's) each year. The Company attended SCAR hearings in front of judicial hearing officers when required and submitted all necessary support and reporting requirement documents to the County's Department Assessment.
- The Company has acted as consultants to the Town of Babylon's Department of Assessment in the defense of its Class 1 Assessment Roll over the past 21 years requiring the preparation of between 3,000 and 6,000 CMA's each year. The Company

has acted as consultants to the Town of Huntington's Department of Assessment in the defense of its Class 1 Assessment Roll over the past six years requiring the preparation of between 4,000 and 6,000 CMA's each year. The Company has attended SCAR hearings in front of judicial hearing officers and submitted all necessary support and reporting requirement documents to both towns' Departments of Assessment. The number of cases disposed of, total percentage reduction in assessments, and the percentage not receiving any assessment reductions follows.

<u>Town of Babylon Small Claim Results</u>		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,593	4,313
Less: Adjourned	12	8
Not yet adjudicated	<u>9</u>	<u>2</u>
Total Cases Disposed Of	3,572	4,303
Starting Assessment	\$14,049,840	\$16,216,469
Ending Assessment	<u>13,721,309</u>	<u>15,869,229</u>
Total Reduction in Assessment	\$328,531	\$347,240
Total % Reduction in Assessment	2.34%	2.14%
Parcels Receiving Reductions	930	1,086
Parcels with No Change in Assessment	<u>2,642</u>	<u>3,217</u>
Total Cases Disposed Of	3,572	4,303
% Receiving Assessment Reductions	26.04%	25.24%
% Not Receiving any Assessment Reductions	<u>73.96%</u>	<u>74.76%</u>
Total	100.00%	100.00%

Town of Huntington Small Claim Results		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,970	5,577
Less: Adjourned	12	5
Not yet adjudicated	2	0
Total Cases Disposed Of	3,956	5,572
Starting Assessment	\$18,581,157	\$24,924,706
Ending Assessment	<u>17,969,891</u>	<u>24,106,340</u>
Total Reduction in Assessment	\$611,266	\$818,366
Total % Reduction in Assessment	3.29%	3.28%
Parcels Receiving Reductions	1,601	2,260
Parcels with No Change in Assessment	<u>2,355</u>	<u>3,312</u>
Total Cases Disposed Of	3,956	5,572
% Receiving Assessment Reductions	40.47%	40.56%
% Not Receiving any Assessment Reductions	<u>59.53%</u>	<u>59.44%</u>
Total	100.00%	100.00%

- The Company has recently completed the monitoring of the reassessment for the Towns of Greenburgh, Ossining and North Salem.
- Working closely with Senator Martins, the Senator was able to facilitate a change to New York State law providing "Advisory Appraisals" to villages during an annual reassessment. Prior to the changes, only counties and towns were eligible for these reports, requiring villages to retrieve dated data from towns and counties or maintain static values therefor preventing a village from having a fair and equitable assessment roll.
- The Company's project manager has been a member of the Real Property Tax Administration Committee (RPTC), equalization subcommittee for ten years. He has been instrumental in writing procedures pertaining to Equalization Rates and Residential Assessment Ratios. This board position provides the Company with insight to New York State goals and procedures long before the general assessment community is aware of them.

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

See immediately following.

- A. Indicate number of years in business. 48
- B. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We believe that the Company's track record of providing CMA's which is based on continually evolving systems/computer programs for municipalities over a 25-year period makes us qualified to meet goals required for this Bid. Our CMA system precludes possibilities of producing inconsistent valuations. This has been proven numerous times after our village annual revaluations and subsequent small claim appraisals.

The Company has recently completed the first part of a systematic review of all commercial and multi-family properties within Nassau County.

The Company maintains various systems for research purposes as aids in the valuation and consulting services it provides. These include a hard copy/digital/micro-film library, contracted services such as Real Quest, Comps. Inc., CoStar, LoopNet and the Multiple Listing Service of Long Island, and an in-house proprietary database including thousands of sale and lease abstracts. A high speed internet connection is in place and operational and the entire office staff has complete access to it.

The company is located in an owner occupied two story office building in the heart of Mineola, two blocks from the Assessment Department offices and a short drive to the County Attorney's and Assessment Review Commission's offices. The firm has remained in business since 1968 because of the quality of its work and its ongoing commitment to be as responsive as possible to the needs of its clients.

- C. 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.

Nassau County

- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587
- Mayor Timothy Tenke, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Administrator, Ralph Suozzi, Village of Garden City, 351 Stewart Avenue, Garden City, NY 11530. Phone (516) 465-4051
- Administrator Kathleen L. Santelli, Village of Great Neck Estates, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8284

- Mayor Adam Hoffman, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411
- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246
- Administrator Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080
- Administrator Joe Gill, Village of Great Neck, 61 Baker Hill Road, Great Neck, NY 11023. Phone (516) 482-0019
- Clerk/Treasurer Gomie Persaud, Village of Kings Point, 32 Steppingstone Lane, Kings Point, NY 11024. Phone (516) 504-1000
- Mayor Robert Weitzner, Village of Port Washington North, 3 Pleasant Avenue, Port Washington North, NY 11050. Phone (516) 233-9581
- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093
- Sole Town Assessor Roger Ramme, Town of Huntington, 100 Main Street, Huntington, NY 11743. Phone (631) 351-3226
- Sole Town Assessor Joan Ball, Town of Babylon, 200 East Sunrise Highway, Lindenhurst, NY 11757. Phone (631) 957-3014
- Assessor Fernando Gonzalez, Town of Ossining, 16 Croton Avenue, Ossining, NY 10562. Phone (914) 762-8274

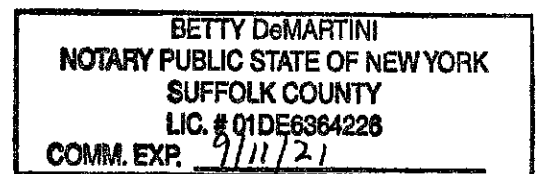
CERTIFICATION

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, Michael Haberman, 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 February 2018

Betty DeMartini
Notary Public



Name of submitting business:

Michael Haberman Associates, Inc.

By:

Michael Haberman

Print name

[Signature]
Signature

President

Title

2/15/18

Date

UNIQUE ID NUMBER 46000004476	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 103116
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 11 09 17
HABERMAN MICHAEL C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 11 08 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

UNIQUE ID NUMBER 46000004477	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104736
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 12 10 17
HABERMAN RONALD M C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 12 09 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 93490</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 06 19 16</p>
<p>[DONATO THOMAS C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501]</p>		<p>EXPIRATION DATE MO. DAY YR. 06 18 18</p>
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>		
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>		

<p>UNIQUE ID NUMBER #45000041806</p>	<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 96791</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 02 03 17</p>	
<p>[KAM JILL M C/O KAM JILL M 112 EDGEWOOD AVE RONKONKOMA, NY 11779]</p>		<p>EXPIRATION DATE MO. DAY YR. 02 02 19</p>	
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>			
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>			

UNIQUE ID NUMBER 45000010771	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 96548
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 12 22 18
PODIMATIS STELIOS S C/O PODIMATIS STELIOS S 25 23 32ND ST ASTORIA, NY 11102		EXPIRATION DATE MO. DAY YR. 12 21 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. RESIDENTIAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)

UNIQUE ID NUMBER 48000019766	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104245
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 01 02 18
HABERMAN TRUDI C/O HABERMAN TRUDI 1070 LINKS RD WOODMERE, NY 15981		EXPIRATION DATE MO. DAY YR. 01 01 20
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)







UNIQUE ID NUMBER 48Q00022616	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 95196
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS,		EFFECTIVE DATE MO. DAY YR. 08 21 16
STEPHENS RICHARD C C/O STEPHENS RICHARD C 24 ROBINSON DR BETHPAGE, NY 11714		EXPIRATION DATE MO. DAY YR. 08 20 18
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

UNIQUE ID NUMBER 48Q00050637	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 100867
KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS,		EFFECTIVE DATE MO. DAY YR. 06 22 17
KELLY DANIEL F C/O DANIEL F KELLY 18 FAIROAKS LN SMITHTOWN, NY 11787		EXPIRATION DATE MO. DAY YR. 06 21 19
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

Attachment 1.1

Owner: HAYBERT, ROBERT & Address: 26 KIRKWOOD Glen Cove		Municipality: City of Glen Cove Run Date: 02/09/2018 09:57 AM									
Subject		Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
											
Valuation Date: 01/02/2017 BAR: 1.0000 Assessed Value: \$470,500 Subject Eq Value: \$470,500		26 KIRKWOOD Glen Cove 30/62/18 005 210 SPLIT LEVEL 7 1954 / 1954 0.01		19 DRIFTWOOD Glen Cove 30/62/20 005 210 SPLIT LEVEL 7 1954 / 1954 0.02		27 KIRKWOOD Glen Cove 30/60/6 005 210 SPLIT LEVEL 7 1958 / 1958 0.03		36 KIRKWOOD Glen Cove 30/62/31 005 210 SPLIT LEVEL 7 1958 / 1958 0.07		11 MEADOWFIELD GLEN COVE 30/64/62 005 210 RANCH 7 1960 / 1960 0.11	
Sales Date: Sale Price: Time Adjustment: Location: Condition: Adjusted Sale Price:		08/16/2016 660,000 Average Average 660,000		07/28/2016 550,000 Average Average 550,000		09/12/2016 510,000 Fair Average 535,500		04/22/2016 515,000 Average Average 515,000		05/24/2017 535,000 Average Average 535,000	
Land Area: GLA: # Full Baths: # Half Baths: Basement: Garage: Fireplaces: Central Air: Waterfront: Amenities: Other: Total Adjust: Adjusted Value:		0.15 1691 2 0 Full 2 0 CAC None None -7,545 652,455		0.22 2082 3 0 Full 2 1 None None 0 -30,526 519,474		0.17 1552 2 0 Full 1 1 CAC None None 4,457 539,957		0.24 1792 2 0 Full 1 0 None None 0 -5,034 509,966		0.28 1688 1 1 Full 2 0 None None 0 -10,325 523,175	
Market Value: \$529,000		Printed: 02/09/2018 09:57 AM									

Attachment 1.2

SPARC - Adjustments Maintenance for Equalized Value Ranges

Adjustment	Type	A Procedure	Range 1 Start	Range 1 End	Range 1 Adjustment	Range 2 Start	Range 2 End	Range 2 Adjustment
Equal Value	Auto	Subject-Comp * Adjustment	0.00	350,000.00	2.00	350,001.00	500,000.00	3.00
GLA	Auto	Subject-Comp * Adjustment	0.00	350,000.00	35.00	350,001.00	500,000.00	40.00
Waterfront	Auto	Yes/No	0.00	350,000.00	100,000.00	350,001.00	500,000.00	200,000.00
Garage	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Half Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	4,000.00
Basement	Auto	Yes/No	0.00	350,000.00	10,000.00	350,001.00	500,000.00	10,000.00
Fireplace	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	5,000.00
Air Conditioning	Auto	Yes/No	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Amenities	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	8,000.00

Finished

adjustments2

Subject: 26 KIRKWOOD Glen Cove										GLA: 1691		Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Trimmed Mean: \$25,000.00	
Glen Cove										Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Water:			
Sales Info: 07/28/2016 \$50,000.00										Built: 1954		Style: SPLIT LEVEL		Class: 210		Acres: 0.1492		RtHood: 7		School: 005		Water:			
Distance #	Address	Style	Sale Date	DSBL	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Weight	Prop Id	Water	Notes	Rtr	School									
G.01	1 2S KIRKWOOD	SPLIT LEVEL	08/16/2016	30/62/75	660,000.00	652,455.00	210	1959	1688	0.2152	-9316	1599			7	005									
G.02	9 19 DRIFTWOOD	SPLIT LEVEL	07/28/2016	30/62/20	550,000.00	539,474.00	210	1954	2082	0.2172	16609	1355			7	005									
G.03	2 27 KIRKWOOD	SPLIT LEVEL	09/12/2016	30/60/16	510,000.00	529,957.00	210	1958	1552	0.1853	-3021	1200		bx school	7	005									
G.06	11 DRIFTWOOD	SPLIT LEVEL	11/18/2016	30/62/12	510,000.00	412,160.00	210	1954	1652	0.1492	3797	1140			7	005									
G.07	43 HITCHING POST	H-RANCH	01/10/2017	30/60/70	520,000.00	467,237.00	210	1973	2555	0.163	38857	1186			7	005									
G.08	36 KIRKWOOD	SPLIT LEVEL	04/22/2016	30/62/31	515,000.00	405,866.00	210	1958	1792	0.241	-2943	1345			7	005									
G.09	67/20/2016	SPLIT LEVEL	06/20/2016	30/60/11	419,000.00	455,207.00	210	1958	1532	0.1653	-167	1205		AS-IS add atts	7	005									
G.10	24 BRANDING IRON	CAPE	09/09/2015	30/82/31	650,000.00	804,445.00	210	1973	2470	0.1928	45497	1827			7	005									
G.11	5 11 MEADOWFIELD	RANCH	05/24/2017	30/64/62	555,000.00	428,154.00	210	1954	1662	0.1722	6435	1147			7	005									
G.12	3 BROOKDALE	SPLIT LEVEL	06/06/2016	30/62/17	462,000.00	448,953.00	210	1954	1758	0.2362	8268	1382		tired	7	005									
G.13	4 27 BROOKDALE	SPLIT LEVEL	12/16/2015	30/64/19	547,000.00	545,867.00	210	1973	2073	0.1653	23483	1217		bx school	7	005									
G.15	11 59 HITCHING POST	H-RANCH	09/07/2017	30/60/78	465,000.00	426,114.00	210	1973	2073	0.2296	24281	1895			7	005									
G.17	14 9 HILLDALE	SPLIT LEVEL	11/23/2016	30/65/19	540,000.00	515,497.00	210	1958	1854	0.371	13522	1955			7	005									
G.18	10 1 MEADOWFIELD	RANCH	05/04/2016	30/64/56	547,000.00	549,604.00	210	1960	1652	0.2893	11028	1277			7	005									
G.19	23 23 BROADFIELD	COLONIAL	08/21/2017	30/61/17	580,000.00	563,240.00	210	1970	2760	0.1492	52744	1127		BX COMM	7	005									
G.19	17 48 HITCHING POST	H-RANCH	03/23/2017	30/62/39	575,000.00	535,577.00	210	1973	2549	0.1653	36370	1846			7	005									
G.20	18 25 BROADFIELD	COLONIAL	09/03/2016	30/61/18	525,000.00	511,690.00	210	1973	2400	0.1492	38780	1125		bx comm	7	005									
G.20	31 PRESTWICK	RANCH	12/02/2017	23/55/196	567,500.00	426,892.00	210	1954	1008	0.163	67864	2670		side forest	11	005									
G.21	22 8 BRANDING IRON	CAPE	06/26/2017	30/82/23	620,000.00	570,348.00	210	1973	2355	0.1928	48529	1888			7	005									
G.21	12 31 MEADOWFIELD	SPLIT LEVEL	08/30/2017	30/69/16	635,000.00	614,737.00	210	1958	1630	0.3306	11479	1952		bads to school	7	005									
G.22	16 30 BROADFIELD	COLONIAL	06/15/2017	30/60/32	480,000.00	475,003.00	210																		

Attachment 1.4

Single CMA				Mass CMA			
Valuation Date:		1/ 2/2017 ▾		Valuation Date:		1/ 2/2017 ▾	
RAR:		1		RAR:		1	
Oldest Sales Date to Use:		1/ 1/2016 ▾		Oldest Sales Date to Use:		1/ 1/2016 ▾	
Newest Sales Date to Use:		1/ 1/2018 ▾		Newest Sales Date to Use:		1/ 1/2018 ▾	
Upper % Limit Sales Amount Selection:		1000		Upper % Limit Sales Amount Selection:		70	
Lower % Limit Sales Amount Selection:		1000		Lower % Limit Sales Amount Selection:		50	
GLA Cutoff:		2.50		GLA Cutoff:		1.50	
Distance Cutoff Under		4000		Distance Cutoff Under		4000	
Distance Cutoff Over		5.00		Distance Cutoff Over		3.00	
Use Lot Size Weighting ?		Y		Use Lot Size Weighting ?		Y	
Only Use Sales w/GLA Within:		1%		Only Use Sales w/GLA Within:			
of Subject Property GLA				of Subject Property GLA			
				Save and Exit			

Attachment 1.5

Select Calendar to Run Mass

Calendar #	Date Loaded	Mass Run Date	Print Date	# Cases	Hearing Date / Time				
100027	01/08/2018	01/08/2018	01/08/2018	24	02/16/2018	09:30 AM	Run Mass	1 Line	Worksheet
100026	01/08/2018	01/08/2018	01/08/2018	24	02/15/2018	02:15 PM	Run Mass	1 Line	Worksheet
100025	01/08/2018	01/08/2018	01/08/2018	18	02/15/2018	09:30 AM	Run Mass	1 Line	Worksheet
100024	01/08/2018	01/08/2018	01/08/2018	6	02/14/2018	09:30 AM	Run Mass	1 Line	Worksheet
100023	01/08/2018	01/08/2018	01/08/2018	20	02/14/2018	02:15 PM	Run Mass	1 Line	Worksheet
100022	01/08/2018	01/08/2018	01/08/2018	33	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100021	01/08/2018	01/08/2018	01/08/2018	15	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100020	01/08/2018	01/08/2018	01/08/2018	17	02/09/2018	02:15 PM	Run Mass	1 Line	Worksheet
100019	01/08/2018	02/06/2018	02/06/2018	22	02/09/2018	09:30 AM	Run Mass	1 Line	Worksheet
100018	01/08/2018	02/02/2018	02/02/2018	25	02/08/2018	02:15 PM	Run Mass	1 Line	Worksheet
100017	01/08/2018	01/30/2018	01/08/2018	25	02/08/2018	09:30 AM	Run Mass	1 Line	Worksheet
100016	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	02:15 PM	Run Mass	1 Line	Worksheet
100015	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	09:30 AM	Run Mass	1 Line	Worksheet
100014	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	02:15 PM	Run Mass	1 Line	Worksheet
100013	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	09:30 AM	Run Mass	1 Line	Worksheet
100012	01/08/2018	01/08/2018	01/08/2018	25	02/05/2018	02:15 PM	Run Mass	1 Line	Worksheet

1 25

Run Mass

Attachment 1.6

Time Trend			
	1st Prior Year - Quarter 1: <input type="text"/>	4th Prior Year - Quarter 1: <input type="text" value="0.63"/>	For a DECLINING MARKET past the VALUATION DATE enter a POSITIVE percentage. For an INCREASING MARKET past the VALUATION DATE enter a NEGATIVE percentage.
	1st Prior Year - Quarter 2: <input type="text"/>	4th Prior Year - Quarter 2: <input type="text" value="0.63"/>	
	1st Prior Year - Quarter 3: <input type="text"/>	4th Prior Year - Quarter 3: <input type="text" value="0.63"/>	
	1st Prior Year - Quarter 4: <input type="text"/>	4th Prior Year - Quarter 4: <input type="text" value="0.63"/>	
1-364	1st Prior Year - Annual Rate: <input type="text" value="0.63"/>	1093-1456	
	2nd Prior Year - Quarter 1: <input type="text" value="0.63"/>	5th Prior Year - Quarter 1: <input type="text" value="0.63"/>	Current Year - Quarter 1: <input type="text"/>
	2nd Prior Year - Quarter 2: <input type="text" value="0.63"/>	5th Prior Year - Quarter 2: <input type="text" value="0.63"/>	Current Year - Quarter 2: <input type="text"/>
	2nd Prior Year - Quarter 3: <input type="text" value="0.63"/>	5th Prior Year - Quarter 3: <input type="text" value="0.63"/>	Current Year - Quarter 3: <input type="text"/>
	2nd Prior Year - Quarter 4: <input type="text" value="0.63"/>	5th Prior Year - Quarter 4: <input type="text" value="0.63"/>	Current Year - Quarter 4: <input type="text"/>
365-728	2nd Prior Year - Annual Rate: <input type="text" value="0.63"/>	1457-1820	5th Prior Year - Annual Rate: <input type="text" value="0.63"/>
	3rd Prior Year - Quarter 1: <input type="text" value="0.63"/>	6th Prior Year - Quarter 1: <input type="text" value="0.63"/>	Process Time Trend Table
	3rd Prior Year - Quarter 2: <input type="text" value="0.63"/>	6th Prior Year - Quarter 2: <input type="text" value="0.63"/>	
	3rd Prior Year - Quarter 3: <input type="text" value="0.63"/>	6th Prior Year - Quarter 3: <input type="text" value="0.63"/>	
	3rd Prior Year - Quarter 4: <input type="text" value="0.63"/>	6th Prior Year - Quarter 4: <input type="text" value="0.63"/>	
729-1092	3rd Prior Year - Annual Rate: <input type="text" value="0.63"/>	1821-2184	

Attachment 1.7

	Parameter	Criteria	Equal Value Adjustment	Not Equal Value Adjustment 1	Not Equal Value Adjustment 2
1	Grid Distance	Per Foot	0	8	
2	School District	Same/Not Same	0	10000	
3	Street Name	Same/Not Same	0	10000	
4	Waterfront-Same Val1	Yes/Yes	0	0	
5	Property Class	Same/Not Same	0	100000	
6	Year Built	Same/Not Same	0	30000	60000
7	SFLA	Difference * 10	0	40	
8	Building Style	Same/Not Same	0	0	
9	Waterfront-Sales Only Val2	Yes	0	100000	
10	Waterfront-Subject Only Val3	Yes	0	-100000	
11	Neighborhood Code	Same/Not Same	-10000	20000	

1 of 11

[Print List](#)

[Finished](#)

Proximity Sales Subject: 26 KIRKWOOD Glen Cove
- Unweighted 30/62/18

02/09/2018 Page 1 of 2
Market Value: 529,000.00

S#	Dist.	Address	Style	SBL	Sale Date	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Water	NbHood	School	Notes
1	0.01	20 KIRKWOOD	SPLIT LEVEL	30/62/35	08/16/16	660,000	652,455	210	1959	1688	0.2152			7	005
2	0.02	19 DRIFTWOOD	SPLIT LEVEL	30/62/20	07/28/16	550,000	519,474	210	1954	2082	0.2172			7	005
3	0.03	27 KIRKWOOD	SPLIT LEVEL	30/60/6	09/12/16	510,000	539,957	210	1958	1552	0.1653			7	005
4	0.06	11 DRIFTWOOD	SPLIT LEVEL	30/62/2	11/18/16	410,000	412,180	210	1954	1662	0.1492			7	005
5	0.07	43 HITCHING POST	HI-RANCH	30/60/70	01/10/17	520,000	467,237	210	1973	2565	0.163			7	005
6	0.07	26 KIRKWOOD	SPLIT LEVEL	30/62/31	04/22/16	515,000	509,986	210	1958	1792	0.241			7	005
7	0.08	37 KIRKWOOD	SPLIT LEVEL	30/60/11	06/20/16	419,000	435,207	210	1958	1532	0.1653			7	005
8	0.1	24 BRANDING IRON	CAPE	30/82/31	09/09/16	650,000	604,143	210	1973	2470	0.1928			7	005
9	0.31	11 MEADOWFIELD	RANCH	30/64/62	05/24/17	535,000	524,675	210	1960	1686	0.2827			7	005
10	0.12	5 BROOKDALE	SPLIT LEVEL	30/62/7	06/06/16	425,000	428,154	210	1954	1662	0.1722			7	005
11	0.13	27 BROOKDALE	SPLIT LEVEL	30/64/19	12/16/16	462,000	448,953	210	1954	1758	0.2362			7	005
12	0.15	59 HITCHING POST	HI-RANCH	30/60/78	09/07/17	547,000	545,967	210	1973	2073	0.1653			7	005
13	0.17	22 STIRRUP	HI-RANCH	30/81/3	01/31/17	465,000	428,214	210	1973	2073	0.2296			7	005
14	0.17	9 HILDALE	SPLIT LEVEL	30/69/19	11/23/16	540,000	515,497	210	1958	1854	0.371			7	005
15	0.18	1 MEADOWFIELD	RANCH	30/64/56	05/04/16	547,000	549,604	210	1960	1652	0.2893			7	005
16	0.19	23 BROADFIELD	COLONIAL	30/61/17	08/21/17	580,000	563,240	210	1970	2760	0.1492			7	005
17	0.19	48 HITCHING POST	HI-RANCH	30/82/39	03/23/17	575,000	535,577	210	1973	2349	0.1653			7	005
18	0.2	25 BROADFIELD	COLONIAL	30/61/18	05/03/16	523,000	511,890	210	1970	2400	0.1492			7	005
19	0.21	8 PRESTWICK	RANCH	23/55/426	06/26/17	620,000	570,343	210	1973	2365	0.1928			7	005
20	0.21	31 MEADOWFIELD	SPLIT LEVEL	30/69/16	09/30/17	635,000	614,737	210	1958	1630	0.3306			7	005
21	0.22	30 BROADFIELD	COLONIAL	30/60/32	06/15/17	480,000	475,003	210	1968	2280	0.1602			7	005
22	0.23	8 FORD	OLD STYLE	23/55/115	10/14/16	275,000	315,577	210	1900	1314	0.1435			11	005
23	0.25	4 BRANDING IRON	HI-RANCH	30/60/87	12/15/16	661,000	621,877	210	1973	2349	0.163			7	005
24	0.25	4 BRIDLE	CAPE	30/80/2	08/19/16	650,000	579,394	210	1972	2470	0.2296			7	005
25	0.25	231 WALNUT	HI-RANCH	30/60/89	10/30/17	535,000	499,546	210	1973	2073	0.2194			7	005
26	0.27	2 DEEPALE	RANCH	30/76/18	09/15/17	715,000	655,223	210	1968	1998	0.4331			6	005
27	0.27	23 HARRISON	RANCH	23/55/40	02/08/16	290,000	355,593	210	1961	940	0.1182			11	005
28	0.29	3 CAMBRIDGE	CAPE	23/55/51	09/23/16	470,000	443,774	210	1960	1684	0.1722			11	005
29	0.3	13 CAMBRIDGE	RANCH	23/55/46	07/19/17	325,000	375,737	210	1956	960	0.1148			11	005
30	0.3	27 HARRISON	CAPE	23/55/411	06/05/17	465,000	478,206	210	1955	1688	0.1409			11	005
31	0.32	13 TITUS	CAPE	23/55/417	11/16/17	400,000	423,341	210	1949	1176	0.2124			11	005

ACORD TM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

PRODUCER

MITCHELL E WEINGRAD LTD - Commercial
POB 190
EAST ROCKAWAY, NY 11518
516)887-4800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED MICHAEL HABERMAN ASSOCIATES, INC.
ATTN: MICHAEL HABERMAN
125 FRONT STREET
MINEOLA, NY 11501

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A. GRAPHIC ARTS MUTUAL INS CO
INSURER B. STATE INSURANCE FUND
INSURER C. STANDARD SECURITY LIFE
INSURER D. UTICA MUTUAL INSURANCE COMPANY
INSURER E.

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	4568793	9/06/17	9/06/18	EACH OCCURRENCE \$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4568793	9/06/17	9/06/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CULP4575229	9/06/17	9/06/18	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
					\$
					\$
					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	H 1002 914-8	04/07/17	04/07/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
F	NY STATE DBL	D 72898	07/01/17	07/01/18	STATUTORY DBL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, PER WRITTEN CONTRACT

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mitchell E Weingrad



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2018

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 Professional Liability Consulting Services, Inc. - <i>Professional Liability</i> 45 Knollwood Road, Suite 202 Elmsford, NY 10523	CONTACT NAME: Jinu Joseph PHONE (A/C No. Ext.): 914-592-6505 E-MAIL ADDRESS: jinu@plcsi.com FAX (A/C No.): 914-592-6508
INSURED Michael Haberman Associates, Inc. 125 Front Street Mineola, NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Underwriters At Lloyd's London INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 AA1122000

COVERAGES **CERTIFICATE NUMBER:** N/A **REVISION NUMBER:** N/A

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	ADOL	SUBR	INSR	WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	NO	NO			MPL163264017	05/20/2017	05/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A				PER STATUTE OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Appraiser Professional Liability Insurance	NO	NO			RFB 59230366917	05/20/2017	05/20/2018	\$1,000,000 Each Claim \$3,000,000 Aggregate

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

Proof of Professional Liability Insurance - Primary & Excess

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 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

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FORMAL BID RECOMMENDATION

BID NUMBER: 20867-02208-018

OPEN: February 20, 2018

TITLE: Small Claims Comparable Program

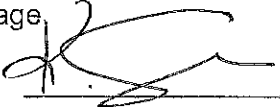
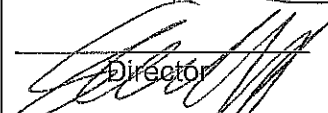
DATE: February 22, 2018

TO: Kimberly Stanton, Buyer

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: February 22, 2018		Bid Results	
To: Supervisor		Item	Bidder
From: Buyer Kimberly Stanton			Recommend this be awarded to
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.			Michael Haberman Associates, Inc. as the
			Lowest responsible bidder meeting
			Specifications and bid terms.
 Buyer			
Date: _____			
To: Director			
From: Supervisor			
<input type="checkbox"/>			
Concur			
Disagree (See Reverse)			
Date: _____			
To: Buyer			
From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
<input checked="" type="checkbox"/> Subject to Legislature Approval			
 Director			



Nassau County
Office of Purchasing

A-31-18

Staff Summary A-31-2018

Subject: Automotive & Marine Batteries (BPNC17000004; S/B # 06012-12136-162)
Department: Office of Purchasing
Department Head Name: Robert Cleary
Department Head Signature <i>Robert Cleary</i>

Date: March 2, 2018
Vendor Name: Judge Family Enterprises, Inc.
Contract Number A-31-2018
Contract Manager Name Anette Sullivan

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
	Budget	03/02/18 <i>ASL</i>	County Atty.
03/23/18	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC17000004 for auto batteries for various Nassau County agencies has reached a level that requires oversight by said committee.

Discussion: This contract has been in effect since February 2017. The solicitation was advertised in Newsday and posted to the Nassau County Solicitation Board where five (5) vendors reviewed the documents. Three (3) bids were received. Judge Family Enterprises, Inc. submitted the lowest responsible bid meeting specifications for auto batteries. Another bidder was identified as the lowest responsible bidder meeting specifications for marine batteries and has been awarded that portion of the bid.

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 Judge Family Enterprises Inc., as the lowest responsible bidder meeting specifications, for auto batteries.

J. Quatrone 3/6/18
(1213)

ET: 11:11 03/06/18

RECEIVED
ALBANY, NY
03/06/18

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-31-2018

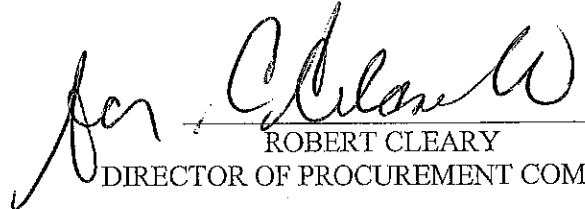
FROM: MICHAEL SCHLENOFF ACTING DIRECTOR OFFICE OF PURCHASING

DATE: MARCH 05, 2018

SUBJECT: RESOLUTION-VARIOUS NASSAU COUNTY AGENCIES

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 AGENCIES TO JUDGE FAMILY ENTERPRISES, INC. MEETING SPECIFICATIONS FOR AUTO AND MARINE BATTERIES.

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 CONTRIBUTION FORM



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 AGENCIES AND JUDGE FAMILY ENTERPRISES, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #06012-12136-162 for auto & marine batteries for Various Nassau County Agencies as more particularly described in the bid document; and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm, JUDGE FAMILY ENTERPRISES, INC. submitted the lowest responsible bid and meets all specifications for the auto batteries portion of the bid, as further described in the said contract, and as determined by the Director of the Office of Purchasing; and

WHEREAS, the Director is representing to the Rules Committee that the firm JUDGE FAMILY ENTERPRISES, 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 JUDGE FAMILY ENTERPRISES, 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: 1-16-2018 Vendor: Judge Family Enterprises Inc.
Signed: [Signature]
Print Name: Brian Judge
Title: President

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

BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE



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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:

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: 2-13-18

Signed:

Print Name:

Title:



Brian Judge

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.

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 Brian Judge
Date of birth 04/13/1973
Home address 50 School Street
City/state/zip East Williston NY 11596
Business address 85 Orville Drive
City/state/zip Bohemia NY 11716
Telephone 631 244 2556
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached None
2. Positions held in submitting business and starting date of each (check all applicable)
President 12/20/13 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. 50% shareholder
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.
BMS Battery Inc. president Vander Judge Battery Inc. BDK Realty Corp.
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

Brian Judge
BIDDER

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?
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.) NO
- 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.

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B. Hu
BIDDER

President
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 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.

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B. J. M.
BIDDER

President
TITLE

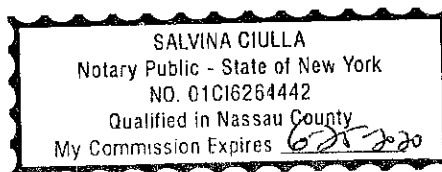
CERTIFICATION

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, Brian Judge, 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 27 day of Feb 2018

[Signature]
Notary Public



Judge Family Enterprises Inc.
Name of submitting business

Brian Judge
Print name

[Signature]
Signature

President
Title

2, 27, 18
Date

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[Signature]
BIDDER

President
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Megan Judge
Date of birth 06/26/1973
Home address 50 School Street
City/state/zip East Williston, NY 11596
Business address 85 Orville Drive
City/state/zip Bohemia NY 11716
Telephone 631-244-2556
Other present address(es) none
City/state/zip none
Telephone none
List of other addresses and telephone numbers attached none
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 12/20/13 / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 50% shareholder
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.
Vanderjude Battery Inc. BDK Realty Inc.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.

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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 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.) NO
- 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.

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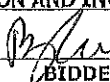
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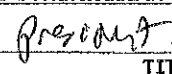
President
TITLE

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 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.

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TITLE

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I, Megan Judge, 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 27th day of February 2018
CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2/23/2020

Catherine M. Gray
Notary Public

Judge Family Enterprises, Inc.
Name of submitting business

Megan Judge
Print name

Megan Judge
Signature

Vice President
Title

02/27/2018
Date

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[Signature]
BIDDER

President
TITLE

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: 2-27-18

1) Proposer's Legal Name: Judge Family Enterprises Inc.

2) Address of Place of Business: 85 Orville Drive, Bohemia NY 11716

List all other business addresses used within last five years:

none

3) Mailing Address (if different): none

Phone: 631-244-2556

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 09-753-3251

5) Federal I.D. Number: 46-4494118

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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B. Judge
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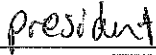
President
TITLE

- 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 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. _____

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BIDDER


TITLE

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.

If a conflict were to arise, our company would contact Nassau County Officials to resolve the 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; 12-20-2013

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BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE

The Business History of Judge Family Enterprises, Inc.

Founded on December 20, 2013 by Brian Judge along with his spouse Megan, Judge Family Enterprises bought the assets and rights from Interstate Batteries System of America to distribute Interstate Batteries products on Long Island as an independent distributor.

As an independent distributor, Brian and Megan have grown the business by nearly 2 million dollars in their four years of ownership. The growth didn't happen by accident, but through providing great service on a great product. Brian and Megan brought a wealth of knowledge of experience to the business as well. Brian has been an independent distributor since 1995 in the NYC area. During that time, the business revenue increased nearly 6 fold, through the same method of providing great service on a great product. As an owner of BMS Battery Inc. we received awards for Top Volume, Top Market Share, National Account service, and Most improved to name a few. This same philosophy and management style has carried over to Judge Family Enterprises, Inc. and will keep the company growing for years to come.

Judge Family Enterprises, Inc. company information

Date of formation: 12/20/2013

Name and addresses of all persons with financial interests in the company:

Brian Judge- President	Megan Judge- Vice President
50 School Street	50 School Street,
East Williston NY 11596	East Williston NY 11596

Name, address, and position of all officers and directors of the company: see above

State of Incorporation: New York

Number of Employees in firm: 13

Annual revenue of the firm: 9.9 million

Summary of relevant accomplishments: In our four years as independent distributors we have fixed customer service issues, provided great jobs and opportunity for our employees, and grown our gross revenue by 2 million dollars.

Copies of state and local licenses and permits: See attached Sales tax permit and U.S. Dot Number permit.

 president.

- 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. 4

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We have the support of neighboring independent Interstate Battery distributors if help is needed in a crisis.
- 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 Lawrence Hill Services

Contact Person Michael Daly

Address 406 West Main street

City/State Huntington NY 11743

Telephone 631 549 5111

Fax # 631 547-1838

E-Mail Address _____

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

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

Company Anflo Auto

Contact Person Mike Schilling

Address 123 merrick rd.

City/State Amyville NY 11701

Telephone 631 691 6363

Fax # 631 264 0589

E-Mail Address _____

Company Bill's Auto Repair Mobil

Contact Person Bill Scaglione

Address 1 Main street

City/State Port Washington NY 11050

Telephone 516 883 9831

Fax # 516 944 7208

E-Mail Address _____

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

BIDDER SIGN HERE B/C

BIDDER

President,

TITLE

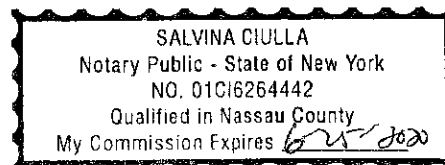
CERTIFICATION

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, Brian Judge, 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 27 day of February, 2018

[Signature]
Notary Public



Name of submitting business: Judge Family Enterprises, Inc.

By: Brian Judge
Print name

[Signature]
Signature

President
Title

2, 27, 18
Date

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

BIDDER SIGN HERE

[Signature]

BIDDER

President

TITLE

Certificate of Authority

Identification number

46-4494118

(Use this number on all returns and correspondence)



VALIDATED

2/4/2014

Dept of Tax
and Finance

JUDGE FAMILY ENTERPRISES, INC.
85 ORVILLE DR
BOHEMIA NY 11716-2545

s authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable


This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

1DB8 - 0360635 P0000143-01

Photographs - copyright of NYS Empire State Development

DTF-17-A (9/10)

 U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING

(Check Only One)

☐ NEW APPLICATION☒ BIENNIAL UPDATE OR CHANGES☐ OUT OF BUSINESS NOTIFICATION☐ REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER JUDGE FAMILY ENTERPRISES INC				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME																																																																																													
3. PRINCIPAL ADDRESS 85 ORVILLE DRIVE		4. CITY BOHEMIA		5. STATE/PROVINCE NEW YORK		6. ZIP CODE + 4 11716		7. COLONIA (MEXICO ONLY)																																																																																									
8. MAILING ADDRESS 85 ORVILLE DRIVE		9. CITY BOHEMIA		10. STATE/PROVINCE NEW YORK		11. ZIP CODE+4 11716		12. COLONIA (MEXICO ONLY)																																																																																									
13. PRINCIPAL BUSINESS PHONE NUMBER (631) 244-2556				14. PRINCIPAL CONTACT CELL PHONE NUMBER				15. PRINCIPAL BUSINESS FAX NUMBER (631) 244-2587																																																																																									
16. USDOT NO. 2474236		17. MC OR MX NO.		18. DUN & BRADSTREET NO.		19. IRS/TAX ID NO. EIN# 464494118 SSN#																																																																																											
20. INTERNET E-MAIL ADDRESS ib4752@optimum.net				21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR																																																																																													
22. COMPANY OPERATION (Mark all that apply) A. Interstate Carrier B. Intrastate Hazmat Carrier <input checked="" type="checkbox"/> C. Intrastate Non-Hazmat Carrier D. Interstate Hazmat Shipper E. Intrastate Hazmat Shipper F. Vehicle Registrant Only																																																																																																	
23. OPERATION CLASSIFICATION (Circle All that Apply) A. Authorized For-Hire D. Private Passengers (Business) G. U. S. Mail J. Local Government B. Exempt For-Hire E. Private Passengers (Non-Business) H. Federal Government K. Indian Tribe <input checked="" type="checkbox"/> C. Private Property F. Migrant I. State Government L. Other																																																																																																	
24. CARGO CLASSIFICATIONS (Circle All that Apply) A. GENERAL FREIGHT F. LOGS, POLES, BEAMS, LUMBER J. FRESH PRODUCE P. GRAIN, FEED, HAY V. COMMODITIES DRY BULK BB. CONSTRUCTION B. HOUSEHOLD GOODS G. BUILDING MATERIALS K. LIQUIDS/GASES Q. COAL/COKE W. REFRIGERATED FOOD CC. WATER WELL C. METAL SHEETS; COILS; ROLLS H. MOBILE HOMES L. INTERMODAL CONT. R. MEAT X. BEVERAGES <input checked="" type="checkbox"/> DD. OTHER INTERSTATE BATTERIE D. MOTOR VEHICLES I. MACHINERY, LARGE OBJECTS M. PASSENGERS S. GARBAGE, REFUSE, TRASH Y. PAPER PRODUCTS E. DRIVE AWAY/TOWAWAY O. LIVESTOCK T. U.S. MAIL Z. UTILITY AA. FARM SUPPLIES																																																																																																	
25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE <table border="1"> <tr> <td>C S A. DIV 1.1</td> <td>B NB</td> <td>C S K. DIV 2.2A (Ammonia)</td> <td>B NB</td> <td>C S U. DIV 4.2</td> <td>B NB</td> <td>C S EE. HRCQ</td> <td>B NB</td> </tr> <tr> <td>C S B. DIV 1.2</td> <td>B NB</td> <td>C S L. DIV 2.3A</td> <td>B NB</td> <td>C S V. DIV 4.3</td> <td>B NB</td> <td>C S FF. CLASS 8</td> <td>B NB</td> </tr> <tr> <td>C S C. DIV 1.3</td> <td>B NB</td> <td>C S M. DIV 2.3B</td> <td>B NB</td> <td>C S W. DIV 5.1</td> <td>B NB</td> <td>C S GG. CLASS 8A</td> <td>B NB</td> </tr> <tr> <td>C S D. DIV 1.4</td> <td>B NB</td> <td>C S N. DIV 2.3C</td> <td>B NB</td> <td>C S X. DIV 5.2</td> <td>B NB</td> <td>C S HH. CLASS 8B</td> <td>B NB</td> </tr> <tr> <td>C S E. DIV 1.5</td> <td>B NB</td> <td>C S O. DIV 2.3D</td> <td>B NB</td> <td>C S Y. DIV 6.2</td> <td>B NB</td> <td>C S II. CLASS 9</td> <td>B NB</td> </tr> <tr> <td>C S F. DIV 1.6</td> <td>B NB</td> <td>C S P. Class 3</td> <td>B NB</td> <td>C S Z. DIV 6.1A</td> <td>B NB</td> <td>C S JJ. ELEVATED TEMP MAT.</td> <td>B NB</td> </tr> <tr> <td>C S G. DIV 2.1</td> <td>B NB</td> <td>C S Q. Class 3A</td> <td>B NB</td> <td>C S AA. DIV 6.1B</td> <td>B NB</td> <td>C S KK. INFECTIOUS WASTE</td> <td>B NB</td> </tr> <tr> <td>C S H. DIV 2.1 LPG</td> <td>B NB</td> <td>C S R. Class 3B</td> <td>B NB</td> <td>C S BB. DIV 6.1 Poison</td> <td>B NB</td> <td>C S LL. MARINE POLLUTANTS</td> <td>B NB</td> </tr> <tr> <td>C S I. DIV 2.1 (Methane)</td> <td>B NB</td> <td>C S S. COM LIQ</td> <td>B NB</td> <td>C S CC. DIV 6.1 SOLID</td> <td>B NB</td> <td>C S MM. HAZARDOUS SUB(RQ)</td> <td>B NB</td> </tr> <tr> <td>C S J. DIV 2.2</td> <td>B NB</td> <td>C S T. DIV 4.1</td> <td>B NB</td> <td>C S DD. CLASS 7</td> <td>B NB</td> <td>C S NN. HAZARDOUS WASTE</td> <td>B NB</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>C S</td> <td>OO. ORM</td> <td>B NB</td> <td></td> </tr> </table>										C S A. DIV 1.1	B NB	C S K. DIV 2.2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB	C S B. DIV 1.2	B NB	C S L. DIV 2.3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB	C S C. DIV 1.3	B NB	C S M. DIV 2.3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB	C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB	C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB	C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT.	B NB	C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB	C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB	C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB	C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB					C S	OO. ORM	B NB	
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				C S	OO. ORM	B NB																																																																																											

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus			Mini-bus	Van		Limousine		
							Number of vehicles carrying number of passengers (including the driver) below								
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+
OWNED	7														
TERM LEASED															
TRIP LEASED															

27. DRIVER INFORMATION	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Within 100-Mile Radius		4	4	4
Beyond 100-Mile Radius				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes _____ No ☒ X
If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. **BRIAN JUDGE, PRESIDENT**

(Please print Name)

2. _____
(Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, **BRIAN JUDGE**

(Please print Name)

certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature **BRIAN JUDGE**Date **05/24/2016**Title **PRESIDENT**

(Please print)

COUNTY OF NASSAU

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

1. Name of the Entity: Judge Family Enterprises Inc.

Address: 85 Orville Drive

City, State and Zip Code: Bohemia NY 11716

2. Entity's Vendor Identification Number: 46-4494118

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):

Brian Judge 50 School Street, East Williston NY 11596

Megan Judge 50 School Street, East Williston NY 11596

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.

Brian Judge 50 School Street, East Williston NY 11596

Megan Judge 50 School Street, East Williston NY 11596

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: 1-16-2018

Signed: 

Print Name: Brian Judge

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.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

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 State Farm 	James J. Winter State Farm Agency 3400 Veterans Memorial Highway Bohemia, NY 11716	CONTACT NAME: James J. Winter PHONE (A/C, No., Ext): 631-981-1000 E-MAIL ADDRESS: Kathryn@jamesjwinter.com FAX (A/C, No.): 631-648-9511
INSURED Judge Family Enterprises Inc. 85 Orville Drive Bohemia, New York 11716		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER P:

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.

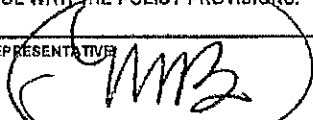
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			208 2138-E01-32 32-2275	05/01/2017 02/12/2018	05/01/2018 02/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER ALSO LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office Of Purchasing One West Street Mineola, New York 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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BMSBA-1

OP ID: LB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

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 Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.		631-864-1111		CONTACT NAME: Bagatta Associates, Inc.	
				PHONE (A/C, No, Ext): 631-864-1111	FAX (A/C, No): 631-864-8274
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Nationwide Insurance Co.	
				NAIC # 25453	
				INSURER B:	
				INSURER C:	
				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 I, TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACP3036626081	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3036626081	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			ACP3036626081	05/01/2017	05/01/2018	PROPERTY 1,089,700

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

Nassau County Office of Purchasing named as additional insured

CERTIFICATE HOLDER

NASSACO

Nassau County Office
of Purchasing
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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/12/18

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 THE TINGO INSURANCE AGENCY INC 3771 NESCONSET HIGHWAY, SUITE 210 SOUTH SETAUKET, NY 11720	CONTACT NAME:	PHONE (A/C No. Ext): (631) 619-4285		FAX (A/C No.): (631) 619-4289
	E-MAIL ADDRESS: jtingo@tingoins.com			
INSURED JUDGE FAMILY ENTERPRISES INC DBA INTERSTATE 85 ORVILLE DRIVE BOHEMIA, NY 11716 (718) 965-9882	INSURER(S) AFFORDING COVERAGE			NAIC#
	INSURER A: TRAVELERS PROPERTY CASUALTY CO. OF AMERICA			25674
	INSURER B:			
	INSURER C:			
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Anyone person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Y	RET7432863	05/01/17	05/01/18	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Nassau County, Office of Purchasing is included as additional insured.

CERTIFICATE HOLDER

Nassau County
Office of Purchasing
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


Joseph C. Tingo

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TITLE: AUTOMOTIVE & MARINE BATTERIES

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 06012-12136-162
	COUNTY OF NASSAU		Dated: 12/1/16
	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 OPENING DATE 12/13/16 11:00 A.M. E.S.T.
BUYER Anette Sullivan		TELEPHONE 516 571 6103	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Automotive and Marine Batteries

- 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 2 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: Address info goes here Various	GUARANTEED DELIVERY DATE <u>5</u> DAYS AFTER RECEIPT OF ORDER
EMPLOYERS FEDERAL TAX ID NUMBER <u>46 4494118</u>	

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Judge Family Enterprises Inc.</u>			
ADDRESS <u>85 Orville Drive</u>			
CITY <u>Bohemia</u>	STATE <u>NY</u>	ZIP CODE <u>11716</u>	TELEPHONE <u>631 244 2586</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Brian Judge</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Brian Judge President</u>	

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 IMPOSED 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 (Fedor-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.

BPOC 17000004 H1217 AS

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 expenses.
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 purchases 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 is 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: Judge Family Enterprises Inc.

Address: 85 Orville Drive, Bohemia NY 11716

Telephone No: 631-244-2556 Fax No: 631 244 2587

1. State Whether: A Corporation S corp.
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.
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

QUALIFICATION STATEMENT

BIDDER'S NAME:

Judge Family Enterprises Inc.ADDRESS: 85 Orville Drive, Bohemia NY 117161. STATE WHETHER: CORPORATION ☒ INDIVIDUAL _____ PARTNERSHIP _____2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENTBrian Judge, 50 School St. East Williston NY 11596

VICE PRESIDENT

Megan Judge, 50 School St. East Williston NY 11596

SECRETARY

TREASURER

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? 35. 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? None

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

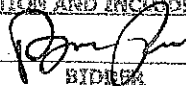
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Brian Judge	President	21	Patent Distributor	owner (NYC office)

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

I have read through the bid and determined what batteries Nassau County needs to insure my company can deliver.

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

BIDDER SIGN HERE


BIDDERPresident
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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

Doug Ratner. Sales Manager.

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:

BROOKHAVEN NATIONAL LAB

ADDRESS:

Receiving UPTON NY 11973

TELEPHONE: 631-344-7945 CONTACT PERSON JIM ABBOTT

CONTRACT DATE:

5/27/10

2. REFERENCE'S NAME:

MARS AUTO PARTS

ADDRESS:

108 E. MAIN ST Bayshore NY 11706

TELEPHONE: 631-665-0890 CONTACT PERSON ALAN SOBEL

CONTRACT DATE:

7/2/2003

3. REFERENCE'S NAME:

DEPT. OF TRANSPORTATION, State of NY.

ADDRESS:

375 CARLETON Ave. CENTRAL ISLEIP NY 11772

TELEPHONE: 631-231-0293 CONTACT PERSON SHEIKH TOWHIDUZZAMAN

CONTRACT DATE:

2/12/12

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

BIDDER SIGN HERE

Doug Ratner
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

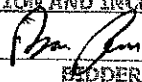
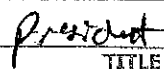
FORMAL SEALED BID PROPOSAL

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


BIDDER
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Appendix EEEQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

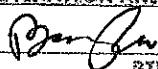
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

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

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

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

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

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

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

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

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

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

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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.

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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.

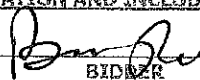
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

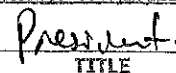
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that 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.

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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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COUNTY OF NASSAU

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

1. Name of the Entity: Judge Family Enterprises Inc.
 Address: 85 Orville Drive
 City, State and Zip Code: Bohemia NY 11716
2. Entity's Vendor Identification Number: _____
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):

Brian Judge
Megan Judge

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.

Brian Judge
Megan Judge

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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

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(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):

N/A

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: 12-8-16

Signed: 

Print Name: Brian Judge

Title: President

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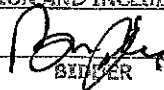
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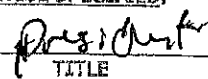
The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose,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

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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):

N/A

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

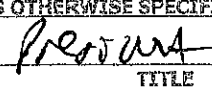
N/A

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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

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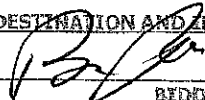
Page 3 of 4

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: 12-8-16Signed: Print Name: Brian JudgeTitle: President

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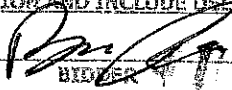
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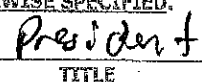
Page 4 of 4:

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

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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: 12-8-16

1) Proposer's Legal Name: Judge Family Enterprises Inc.

2) Address of Place of Business: 85 Orville Drive, Bohemia NY 11716

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Same

Phone: 631-244-2556

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 46 4494118

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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President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- 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? **NO**

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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. no conflicts exist

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.

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FORMAL SEALED BID PROPOSAL

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

- i) Date of formation; 12-20-2013
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Brian Judge, Megan Judge V.P.
- iii) Name, address and position of all officers and directors of the company; pres 50 School St East Williston NY 11596
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 13
- vi) Annual revenue of firm; 9 mil.
- vii) Summary of relevant accomplishments we are the Independent Distributor for Interstate Batteries. I bought the operation 3 years ago
- viii) Copies of all state and local licenses and permits. and have grown the company substantially.

B. Indicate number of years in business. 3

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. We are the supplier of aftermarket Batteries for Toyota, Nissan, Honda, Mercedes, and VW for the last 10+ years.
- 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 millenium Honda

Contact Person Wendell Green

Address 286 N. Franklin St.

City/State Hempstead NY 11550

Telephone 888-257-3506 or 516-481-2677

Fax # _____

E-Mail Address _____

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Company See - Neville Auto + TRUCKContact Person Darrell or PaulAddress 37 Denton AveCity/State New Hyde Park NY 11040Telephone 516-673-4402

Fax # _____

E-Mail Address _____

Company East Hills CHRYSLERContact Person MarkAddress 2300 Northern BlvdCity/State Greenville NY 11548Telephone 516-621-9191

Fax # _____

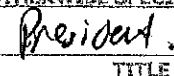
E-Mail Address _____

I spoke to
Paul
Neville Auto
+
Anthony Tingo
at East Hills
all good

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CERTIFICATION

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I, Brian M. Judge, 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 December 2016

Catherine M. Gray
Notary Public

CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2 / 23 / 2020

Name of submitting business: Judge Family Enterprises Inc.

By: Brian Judge
Print name
[Signature]
Signature
Pres. J.F.E.
Title

12 / 9 / 16
Date

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BIDDER

[Signature]
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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

- Principal Name Brian Judge
Date of birth 04 / 13 / 73
Home address 50 School St
City/state/zip East Williston NY 11596
Business address 85 Orville Drive
City/state/zip Babewas NY 11716
Telephone 516 616 6265
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
- Positions held in submitting business and starting date of each (check all applicable)
President 12 / 20 / 13 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
- Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 50% owner
- 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.
- 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.
BMS Battery Inc. - owner Vander Judge Battery Inc. co-owner
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

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B. Judge
BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

PRINCIPAL QUESTIONNAIRE FORM

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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

- Principal Name Megan Judge
 Date of birth 06/26/73
 Home address 50 School St East Williston NY
 City/state/zip East Williston NY 11596
 Business address 85 Orville Drive
 City/state/zip Bohemia NY 11716
 Telephone 516-616-6265
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
- 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 12/20/2013 ____/____/____
 (Other) _____
- Do you have an equity interest in the business submitting the questionnaire?
 YES X NO ____ If Yes, provide details. 50% owner.
- 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.
- 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.
Vander Judge Patten, Inc. Co-owner.
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X If Yes, provide details.

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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:
- Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - 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.
 - 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.
 - 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.) **NO**
- Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - 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.
 - 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.

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BIDDER

James
TITLE

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COUNTY OF NASSAU STATE OF NEW YORK

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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.

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CERTIFICATION

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I, Brian M. Judge, 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 December 2016

Catherine M. Gray
Notary Public

CATHERINE M. GRAY
Notary Public, State of New York
No. 02GR6105867
Qualified in Nassau County
Commission Expires 2/23/2020

Judge Family Enterprises Inc
Name of submitting business

Brian Judge
Print name

[Signature]
Signature
President
Title

12 / 9 / 16
Date

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing **Automotive & Marine Batteries**

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

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.

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

Delivery to be made 5 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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.

Brian Judge 12-8-16
 CLAIMANT NAME DATE
[Signature] President
 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:

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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

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

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

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

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.

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.

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.

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

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

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

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BIDDER

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: _____

1 year.

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

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

None

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.

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.

FIRM PRICES: Prices will be firm for a period of 90 days from the issuance of the Blanket Order and no changes will be allowed. If prices are increased or decreased by the manufacturer after 30 days, the vendor may apply to the Director of Purchasing for permission to increase his prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchasing does not consider the new prices as fair and reasonable in the County's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Director of Purchasing of such decreases immediately after it becomes effective.

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[Signature]
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COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

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 Departments 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.

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.

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 foregoing 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.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

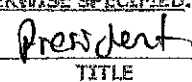
BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [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.

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

BIDDER SIGN HERE


BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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 8th day of December, 20 16 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Judge Family Enterprises Inc.

Address: 85

Street: Orville Drive

City, Town, etc: Bohemia NY 11716

Telephone: 631 244 2556 Title: _____

If applicable, responsible Corporate Officer

Name Brian Judge Title President

Signature:   Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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

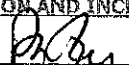
As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

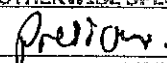
Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required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

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

BIDDER SIGN HERE


BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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 placed 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 72130620**

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

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

BIDDER SIGN HERE

BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL

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 is 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.

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

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.

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

MANUFACTURER'S CERTIFICATE

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

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Interstate Batteries

12770 Merit Drive

Dallas TX 75251

Interstate Batteries

Manufacturer

[Signature]

Signature

Title

President

FURTHERMORE:

That we authorize

Judge Family Enterprises Inc.

85 Orville Drive, Babylon NY 11716

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Interstate Batteries

Manufacturer

[Signature]

Signature

Title

Distributor

Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list/catalog must be sent to the Nassau County Office of Purchasing. Failure to keep the Nassau County Office of Purchasing advised of price list/catalog changes may delay the processing of payments.

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

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS 06012-12136-162 SHALL BE APPLIED TO THIS BID.**

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

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.

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>

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BIDDER SIGN HERE


BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

SPECIFICATIONS

Item # 1 AUTOMOTIVE AND MARINE BATTERIE(exide) (Includes entire line)
MANUFACTURER Interstate
Name Of PRICE LIST _____
PRICE LIST NUMBER 04-2016-L
DATE OF PRICE LIST 04.2016
APPLICABLE PRICE COLUMN: Exchange Stock #

QUANTITY BREAKPOINTS AND PERCENT OF DISCOUNT

QTY %DISC.

A)	<u>Any</u>	%	<u>20</u>
B)	_____	%	_____
C)	_____	%	_____
D)	_____	%	_____
E)	_____	%	_____
F)	_____	%	_____

Item # 2

Marine Starting Batteries Group 24, 12 Volt 800 CCA, 1000 MCA

71.96 each

Item # 3

Marine Battery Group 8D, 12 Volt, 1500 CCA, 1800 MCA

154.36 each

Item # 4

Optima Blue Top AGM Batteries Model 34M, 12 Volt

163.43 each

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BIDDER SIGN HERE

B. J. [Signature]
BIDDER

President
TITLE

**A-32-18****Staff Summary**

Subject: Groceries (S/B # 39386-02158-002)

Department
Office of Purchasing

Department Head Name
Melissa Gallucci

Department Head Signature
[Signature]

Date
March 12, 2018

Vendor Name
H. Schrier & Co., Inc.

Contract Number
A-32-2018

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		
	Budget	03/27/2018	County Atty.
	Deputy C.E.	3/29/18	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Groceries for the Nassau County Correctional Center.

Discussion: This bid was advertised in Newsday and posted to the Nassau County Website Bid Solicitation Board where twelve (12) 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 eight (208) items and it is recommended that H. Schrier & Co., Inc. be awarded a contract for ninety (90) 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 ninety (90) 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 Three Thousand One Hundred Forty-Six Dollars and Twenty-Three Cents (\$103,146.23) from General Funds.

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

[Signature] 3/27/18

2018 MAR 20 P 12:48

RECEIVED
NASSAU COUNTY
OFFICE OF PURCHASING

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-32-2018

FROM: MELISSA GALLUCCI, COMMISSIONER SHARED SERVICES

DATE: MARCH 16, 2018

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 FOR SIX (6) MONTHS OF ONE HUNDRED THREE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND TWENTY-THREE CENTS (\$103,146.23) 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



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 #39386-02158-002 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 MADE NO CONTRIBUTIONS TO ANY
NASSAU COUNTY ELECTED OFFICIALS, CANDIDATES NOR
CAMPAIGN COMMITTEES

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: 3/21/18

Vendor: H. Schriener Co., Inc

Signed: Jonathan Liberto

Print Name: JONATHAN LIBERTO

Title: SGC/TRES

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

Pres.
TITLE

STATEMENT

BIDDER'S NAME: H. Schrier & Co. Inc.
4901 Glenwood Road
ADDRESS: Brooklyn, NY 11234
P: 718.258.7550 - F: 718.258.9586

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 Mott Hometown Rd - Mott Hometown 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? Last month.

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

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
<u>Dan Wallis</u>	<u>Sen. Buyer</u>	<u>41+</u>		

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 UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

David Libertoff
BIDDER

Pres.
TITLE

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

Dan Wallis
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

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


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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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

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

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

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

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

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

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

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TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
39386-02158-002**

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

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

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

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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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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
Brooklyn, NY 11234
City, State and Zip Code: 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 ☒ 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

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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

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(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.

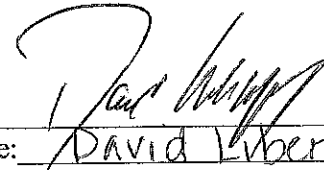
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/1/18

Signed:

Print Name:

Title:



DAVID LIBERTOFF

President

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

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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

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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

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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: _____

2/1/18

Signed: _____

Print Name: _____

Title: _____



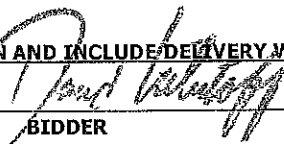
David Liberto

President

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

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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: 1-29-18

1) Proposer's Legal Name: H. Schrier & Co. Inc.
4901 Glenwood Road

2) Address of Place of Business: Brooklyn, NY 11234
P: 718.258.7550 - F: 718.258.9586

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

3) Mailing Address (if different): _____

Phone: 718.258.7550

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 15-999-8632

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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[Signature]
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Pres.

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- 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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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 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. 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.

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

i) Date of formation;

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Daniel Vukobratoff
BIDDER

Pres.

TITLE

- 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 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 See Page 5

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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David Vukobratoff
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Pres.
TITLE

Company See pg 5
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Company See page 5
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

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[Signature]
BIDDER

Pres.
TITLE

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 1 day of Feb 2018

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

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

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

By: David Libertoff
Print name
[Signature]
Signature
President
Title

2.1.18
Date

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David Libertoff
BIDDER

Pres.
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.

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PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name David Libertoff
Date of birth 11 / 16 / 1974
Home address 1886 Muttontown Road
City/state/zip Muttontown, NY 11791
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
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 / 2000 Treasurer 1 / 1 / 2002
Chairman of Board NA Shareholder 6 / 1 / 2001
Chief Exec. Officer NA Secretary NA
Chief Financial Officer NA Partner NA
Vice President NA
(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 and 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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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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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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President
TITLE

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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 1 day of Feb 2018


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.

Name of submitting business

David Libertoff

Print name


Signature

President

Title

2.1.18
Date

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Pres.
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PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jonathan Libertoff
Date of birth 11 / 11 / 1975
Home address 245 Brookville Road
City/state/zip Brookville, NY 11545 @
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
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 / / Treasurer 1 / 1 / 2003
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary 1 / 1 / 2000
Chief Financial Officer / NA / Partner / NA /
Vice President NA / / / /
(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 and 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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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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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.
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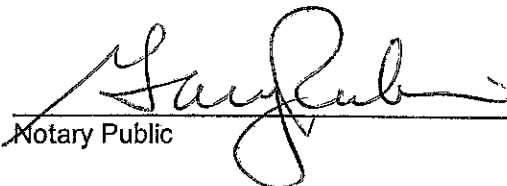
TITLE

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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 Libetoff, 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 6 day of Feb 2018


Notary Public

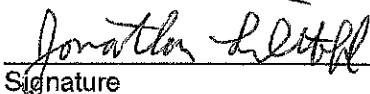
GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/08/2018

H. Schrier & Co., Inc.

Name of submitting business

Jonathan Libetoff

Print name


Signature

Secretary/Treasurer

Title

2, 6, 2018
Date

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Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Barri Leff
Date of birth 5 / 19 / 1971
Home address 3 Hillview Ct.
City/state/zip Armonk, NY 10504
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
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 / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA /
(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 warehouse and 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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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.
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 - 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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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 6 day of Feb 2018


Notary Public

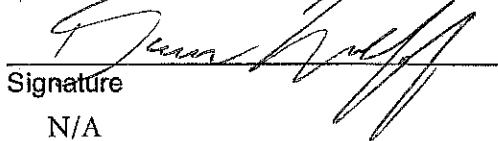
GARY RUBIN
Notary Public, State of New York
No. 01RU4994409
Qualified in Richmond County
Commission Expires 04/06/2018

H. Schrier & Co., Inc.

Name of submitting business

Barri Leff

Print name


Signature

N/A

Title

2, 6, 2018
Date

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BIDDER

President
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jaime Libertoff
Date of birth 9 / 30 / 1978
Home address 515 E. 72nd Street
City/state/zip New York, NY 10021
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
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 / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA /
(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. OWH 6.67% of lease to the corporation for warehouse and 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

Jaime Libertoff
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

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


BIDDER



TITLE

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, Jaime 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 6 day of Feb 2018


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.

Name of submitting business

Jaime Libertoff

Print name



Signature

N/A

Title

2, 06, 2018

Date

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BIDDER SIGN HERE


BIDDER

Pres.
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Dana Roseman
Date of birth 1 / 3 / 1977
Home address 62 Palmer Avenue
City/state/zip Scarsdale, NY 10583
Business address 4901 Glenwood Road
City/state/zip Brooklyn, NY 11234
Telephone 718.258.7550
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 / / Treasurer / NA /
Chairman of Board / NA / Shareholder 6 / 1 / 2001
Chief Exec. Officer / NA / Secretary / NA /
Chief Financial Officer / NA / Partner / NA /
Vice President / NA / / /
(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 warehouse and 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

Dana Roseman
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.
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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

28

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

TITLE

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 6 day of Feb 2018

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.

Name of submitting business

Dana Roseman

Print name

Dana Roseman

Signature

N/A

Title

2, 06, 2018
Date

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BIDDER SIGN HERE

David Belutsky
BIDDER

Pres.
TITLE

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 May 1, 2018, through October 31, 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.

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BIDDER


TITLE

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 _____ day of _____, 20____ as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

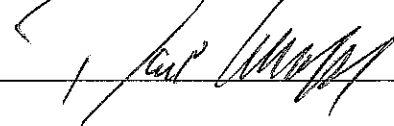

Address: **H.Schrier & Co. Inc.**
4901 Glenwood Road
Brooklyn, NY 11234
Street: **P:718.258.7550 - F:718.258.9586**

City, Town, etc:

Telephone: _____ Title: President

If applicable, responsible Corporate Officer

Name David Libertoff Title President

Signature:  

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

Pres.
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

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

BIDDER SIGN HERE

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 placed 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 is 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.

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BIDDER

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

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
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	\$ <u>36.50</u>
2)	2	CS	393-65-000-000: MILK, POWDERED, WHOLE, INSTANT, 6/5#/CASE	\$ <u>/</u>
3)	10	CS	393-64-100-000: MILK, EVAPORATED, 6/10 CANS/CASE	\$ <u>49.98</u>
4)	100	CS	393-48-740-000: CHEESE SAUCE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	\$ <u>26.75</u>
5)	100	CS	393-54-730-000: PEACH HALVES, LIGHT SYRUP, 6/#10 CANS/CASE "DEL-MONTE" "DAPHNE" OR EQUAL	\$ <u>24.16</u>
6)	250	CS	393-54-750-000: PEAR HALVES, BARTLETT, LIGHT SYRUP, US #1, 6/#10 CANS/CASE	\$ <u>22.89</u>
7)	250	CS	393-54-780-000: PINEAPPLE CHUNKS, US FANCY, 6/#10 CANS/CASE, NATURAL JUICE "DOLE" "DEL-MONTE" OR EQUAL	\$ <u>22.70</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
8)	6	CS	393-54-200-100: APPLESAUCE, "MOTTS ORIGINAL 6/#10 CANS/CASE	\$ <u>19.95</u>
9)	15	CS	393-86-000-010: CABBAGE, RED, 6/310 CANS/CASE	\$ <u>26.85</u>
10)	300	CS	393-86-500-010: THREE BEAN SALAD, 6/10/CASE	\$ <u>24.34</u>
11)	50	CS	393-86-000-020: GARBANZO BEANS, (CHIC PEAS)	\$ <u>16.75</u>
12)	400	CS	393-86-200-000: BEETS SLICED MED. STD. 6/#10 CANS/CASE, GRADE A	\$ <u>16.80</u>
13)	10	CS	393-86-140-000: BEANS, GREEN, SNAP, ROUND, SIZE 4, US #1 6/#10 CANS/CASE	\$ <u>15.95</u>
14)	20	CS	393-86-000-030: BEANS, CANNED WHITE, IN TOMATO SAUCE, VEGETARIAN, 6/#10/CANS/CS	\$ <u>16.25</u>
15)	10	CS	393-86-190-000: BEANS, SNAP, WAX, ROUND, SIZE 4 OR 5 US #1, 6/#10CANS/CASE	\$ <u>17.40</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
16)	300	CS	393-86-150-000: KIDNEY BEANS, 6/#10 CANS/CASE	\$ <u>16.98</u>
17)	10	CS	393-86-150-100: REFRIED BEANS, 6/#10 CANS/CASE	\$ <u>32.44</u>
18)	10	CS	393-86-620-000: PIMENTOS, WHOLE, 24/14 OZ/CASE	\$ <u>22.50</u>
19)	10	BAGS	393-87-310-000: NAVY BEANS, DRIED, 25 POUND BAGS ONLY	\$ <u>15.88</u>
20)	20	CS	393-86-590-000: PEAS, SWEET, SIZE 3-6 6/#10 CANS/CASE	\$ <u>17.88</u>
21)	12	BAGS	393-87-520-000: PEAS, GREEN, SPLIT, DRIED 25 POUND BAGS ONLY	\$ <u>13.25</u>
22)	12	BAGS	393-87-520-100: BLACK EYE PEAS, US FANCY, 25 POUND BAGS ONLY	\$ <u>23.-</u>
23)	50	CS	393-87-550-000: POTATOES, INSTANT, GRANULES, NO MILK, 6/#10 CANS/CASE	\$ <u>33.88</u>
24)	80	CS	393-86-650-000: POTATOES, WHOLE, SWEET, GOLDEN, IN SYRUP, 6/#10 CANS	\$ <u>19.92</u>
25)	20	CS	393-86-660-000: POTATOES, WHITE, WHOLE, 6/#10 CANS/CASE	\$ <u>21.90</u>
26)	10	CS	393-86-520-000: MUSHROOMS, STEMS & PIECES, 6/#10 CANS/CASE	\$ <u>25.98</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
27)	10	CS	393-86-220-000: CARROTS, SLICES, US FANCY, 6/ #10 CANS/CASE	\$ <u>16.50</u>
28)	50	CS	393-86-820-000: TOMATO PASTE, ITALIAN, 6/10	\$ <u>22.14</u>
29)	40	CS	393-86-821-000: TOMATO PUREE, 6/#10 CANS/CASE	\$ <u>15.80</u>
30)	5	CS	393-86-810-000: TOMATOES, US #1 (EXTRA STANDARD) 6/ #10 CANS/CASE	\$ <u>15.70</u>
31)	50	CS	393-86-811-000: TOMATOES, CRUSHED, US #1 (EXTRA STANDARD) 6/#10/CANS/CASE	\$ <u>13.50</u>
32)	100	CS	393-86-811-200: TOMATOES, GROUND, 7-11 ONLY 6 #10 CANS/CASE/STANISLAUS	\$ <u>22.40</u>
33)	50	CS	393-86-811-300: TOMATOES, PLUM, ALTA CUCINA, 6/#10 CANS/CASE, STANILAUS ONLY	\$ <u>23.58</u>
34)	40	CS	393-86-811-400: SAPORITA, (STRIPS OF TOMATOES) 6 #10/CANS/CASE STANILAUS ONLY	\$ <u>/</u>
35)	10	CS	393-48-310-000: TOMATO CATSUP, US FANCY, 6 #10/CANS/CASE	\$ <u>16.41</u>
36)	75	CS	393-86-730-000: SAUERKRAUT, SHREDDED, US FANCY, 6/#10 CANS/CASE	\$ <u>19.98</u>
37)	10	CS	393-86-240-000: CORN, YELLOW WHOLE KERNEL, US #1, EXTRA STANDARD, 6/#10 CANS/CASE	\$ <u>16.98</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
38)	5	BAGS	393-87-311-000: LENTILS, DRIED, FANCY 25 POUND BAGS ONLY	\$ <u>18.75</u>
39)	5	BAGS	393-87-312-000: BARLEY, PEARL, 25 POUND BAGS	\$ <u>12.58</u>
40)	250	BAGS	393-87-311-100: PINTO BEANS, FANCY, 25 POUND BAGS ONLY	\$ <u>13.25</u>
41)	5	BAGS	393-87-311-200: BLACK BEANS, FANCY 25 POUND BAGS ONLY	\$ <u>19.50</u>
42)	5	CS	393-86-380-000: HOMINY GRITS, 12/24 OZ/CS	\$ <u>15.09</u>
43)	12	CS	393-60-130-000: APPLE JUICE 12/46 OZ/CS NO GLASS	\$ <u>14.38</u>
44)	5	CS	393-48-730-000: CRANBERRY SAUCE, 24/303 CANS/CASE, "OCEN SPRAY" OR EQUAL	\$ <u>26.08</u>
45)	10	CS	393-60-141-000: APPLE CIDER, 4/1 GALLON/CASE NO GLASS	\$ <u>14.75</u>
46)	18	CS	393-60-320-000: CRANBERRY JUICE COCKTAIL, 12/46 OZ/CASE, "MOTTS" OR EQUAL NO GLASS	\$ <u>16.78</u>
47)	10	CS.	393-60-450-000: GRAPE JUICE, UNSWEETENED, 12/46 OZ/CASE NO GLASS	\$ <u>25.25</u>
48)	10	CS	393-60-640-000: PINEAPPLE JUICE, UNSW. HAWAIIAN, 12/#5 CANS/CASE, DOLE OR EQUAL CANS ONLY	\$ <u>32.50</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
49)	75	CS	393-60-560-000: LEMON JUICE, 12/1 QT./CASE, "REALEMON" OR EQUAL NO GLASS	\$ <u>15.48</u>
50)	15	CS	393-53-850-000: ONIONS, SLICED, DEHYDRATED, 6/ 1 1/2 LBS./CASE	\$ <u>35.50</u>
51)	50	CS	393-53-850-010: GARLIC, DEHYDRATED, GRANULES, 12/24 OZ/CASE	\$ <u>/</u>
52)	600	Box	019-66-030-000: RICE, CONVERTED, "CHEFWAY" "PAR EXCELLENCE" OR EQUAL, 50 LB/BAG OR BOX	\$ <u>19.48</u>
53)	10	CS	393-43-000-000: MATZO, REGULAR AND FOR PASSOVER, 6/5 LB/CASE OR 30 LB/CASE	\$ <u>/</u>
54)	12	CS	393-42-250-000: CORNSTARCH, 24/1 LB/CASE	\$ <u>15.38</u>
55)	5	CS	393-76-000-000: BAKING SODA, 24/1 LB./CASE	\$ <u>13.33</u>
56)	5	CS	393-32-150-000: BAKING POWDER, 6/5LB/CASE	\$ <u>49.80</u>
57)	20	CS	393-57-300-000: HONEY, US GRADE A, 12/16 OZ/JARS/CASE	\$ <u>29.85</u>
58)	10	GAL.	393-50-300-000: COLORING, CARAMEL, 1 GALLON	\$ <u>/</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
59)	110	QT	393-50-301-000: COLORING, VEGETABLE, PURE EGG SHADE, 1 QT. BOTTLES	\$ <u>✓</u>
60)	5	CS	393-03-001-000: CORNFLAKE CRUMBS, 12/21 OZ/CASE, "KELLOGGS" OR EQUAL	\$ <u>35.50</u>
61)	15	BAGS	393-90-310-000: YEAST, DRY, PACKED 1 LB/BAG, "FLEISHMANS" OR EQUAL	\$ <u>✓</u>
62)	110	BAGS	393-51-770-000: FLOUR, ALL PURPOSE ENRICHED, 50/POUNDS/BAG	\$ <u>15.50</u>

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	\$ <u>17.44</u>
64)	10	CS	393-47-211-000: DEVILS FOOD MIX	\$ <u>25.20</u>
65)	15	CS	393-47-212-000: WHITE CAKE MIX	\$ <u>22.04</u>
66)	5	CS	393-47-213-000: BROWNIE MIX	\$ <u>25.50</u>
67)	15	CS	393-46-490-000: CORN MUFFIN MIX	\$ <u>21.60</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
68)	20	CS	393-47-214-000; YELLOW CAKE MIX	\$ <u>22.40</u>
69)	5	CS	393-47-215-000; POUND CAKE MIX	\$ <u>61.4</u>
70)	5	CS	393-46-401-000; OAT BRAN MUFFIN MIX	\$ <u>47.50</u>

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<u>Estimated</u>		Unit	Items and Description	Unit Price
<u>Usage-6</u>				
Months				
71)	<u>MACARONI, NOODLES & SPAGHETTI, SEMOLINA, ALL PACKED 20 LBS/CS</u> <u>UNLESS OTHERWISE INDICATED, ALL ENRICHED</u>			
A)	20	CS	393-61-770-000: SPAGHETTI	\$ <u>8.14</u>
B)	1,400	CS	393-61-520-000: MACARONI, ELBOWS	\$ <u>8.14</u>
C)	20	CS	393-61-521-000: ZITI	\$ <u>8.14</u>
D)	300	CS	393-61-522-000: MEDIUM SHELLS	\$ <u>7.98</u>
E)	20	CS	393-61-523-000: RIGATONI	\$ <u>8.14</u> 1290
F)	10	CS	393-61-524-000: LASAGNA	\$ <u>12.12</u>
G)	10	CS	393-61-525-000: PENNE	\$ <u>139 8</u>
H)	20	CS	393-61-527-000: FETTUCINI	\$ <u>1395</u>
I)	75	CS	393-61-526-000: ROTINI	\$ <u>8.14</u>
J)	10	CS	393-61-570-000: MEDIUM NOODLES 10 POUND/CASE	\$ <u>680</u>

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TITLE

Estimated

Usage-6

<u>Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
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BARILLA SEMOLINA PASTAS ONLY

K)	20	CS	393-61-526-100: BARILLA SEMOLINA PASTA 2/10 POUND/CASE, ROTINI	\$ 
L)	20	CS	393-61-527-100: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, LINGUINI	\$ 
M)	40	CS	393-61-525-300: BARILLA SEMOLINA PASTA, 2/10 POUND/CASE, PENNE	\$ 
N)	50	CS	393-61-523-100: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE RIGATONI	\$ 
O)	25	CS	393-61-770-200: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE SPAGHETTI	\$ 
P)	20	CS	393-61-770-300: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE BOWTIES	\$ 
Q)	20	CS	393-61-770-400: BARILLA SEMOLINA PASTA 2/10 POUNDS/CASE ELBOWS	\$ 

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BIDDER


TITLE

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	\$ <u>17.98</u>
73)	5	CS	393-36-900-000: CREAM OF WHEAT, 12/28 OZ.CS	\$ <u>19.25</u>
74)	5	CS	393-36-660-000: CREAM OF RICE, 12/28 OZ.CASE	\$ <u>24.08</u>
75)	85	CS	393-35-310-000: CORNFLAKES, 70/CASE "KELLOGGS" OR EQUAL	\$ <u>24.76</u>
76)	85	CS	393-35-010-000: SPECIAL K, 70/CASE, KELLOGGS OR EQUAL.	\$ <u>27.67</u>
77)	50	CS	393-35-320-000: CORN POPPS, 70/CASE, KELLOGGS OR EQUAL	\$ <u>27.14</u>
78)	45	CS	393-35-360-000: CAPTAIN CRUNCH CEREAL 70/CASE, PEPSI-CO OR APPROVED EQUAL	\$ <u>/</u>
79)	50	CS	393-35-330-000: "FROSTED FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>26.21</u>

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<u>Estimated Usage-6 Months</u>		<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
80)	15	CS	393-35-650-000: RICE KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>24.75</u>
81)	50	CS	393-35-230-000: RAISIN BRAN, 70/CASE, KELLOGGS OR EQUAL	\$ <u>26.21</u>
82)	5	CS	393-35-370-000: PRODUCT 19, 70/CASE, KELLOGGS OR EQUAL	\$ <u>/</u>
83)	75	CS	393-35-520-000: CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>1880</u>
84)	5	CS	393-35-420-000: COCOA KRISPIES, 70/CASE KELLOGGS OR EQUAL	\$ <u>/</u>
85)	10	CS	393-35-234-000: BRAN FLAKES, 70/CASE KELLOGGS OR EQUAL	\$ <u>2767</u>
86)	5	CS	393-35-660-000: CRISPIX, 70/CASE, KELLOGGS OR EQUAL	\$ <u>/</u>
87)	5	CS	393-35-400-000: GRANOLA, 70/CASE, KELLOGGS OR EQUAL	\$ <u>3280</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
88)	80	CS	393-35-410-000: HONEY NUT CHEERIOS, 70/CASE, GENERAL MILLS OR EQUAL	\$ <u>1880</u>
89)	20	CS	393-35-350-000: LIFE CEREAL, 70/CASE KELLOGGS OR EQUAL	\$ <u>/</u>
90)	45	CS	393-35-912-000: FROSTED MINI WHEATS, 72/CASE KELLOGGS OR EQUAL	\$ <u>2767</u>
91)	50	CS	393-35-234-003: COMPLETE ALL BRAND FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, <u>20</u> /25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2858</u>
92)	1,250	CS	393-35-310-004: CORN FLAKES, KELLOGGS, HOSPITALITY, GOOD BLOSSOM OR APPROVED EQUAL. BULK PACK, <u>20</u> /25 POUNDS/CASE/POLY-LINED CASES	\$ <u>2665</u>
93)	20	CS	393-81-130-000: SUGAR, BROWN, DARK, 24/1 LB/CS. DOMINO, SAVANNAH OR EQUAL	\$ <u>2277</u>
94)	20	CS	393-81-131-000: SUGAR BROWN, LIGHT, 24/1LB/CS	\$ <u>2277</u>
95)	10	CS	393-81-000-000: SUGER, CONFECTIONERY, 24/1LB/BOX	\$ <u>2277</u>
96)	10	CS	393-82-550-000: SYRUP, MAPLE, PANCAKE, IND. 100 1 & 1/2 OZ/CASE, SMUCKERS OR EQUAL	\$ <u>398</u>

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-02158-002

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
97)	200	CS	393-82-551-000: SYRUP, MAPLE, TABLE, PACKED 4/1 GALLON/CASE	\$ <u>1640</u>
98)	50	CS	393-82-552-000: SYRUP, 10% MAPLE, TABLE, 12/24 OZ/CASE	\$ <u>1940</u>
99)	5	CS	393-82-500-000: MOLASSES, 4/1 GAL/CASE	\$ <u>47.90</u>
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	\$ <u>2324</u>
B)	75	CS	393-81-632-000: SUGAR PACKETS, IND. 1/9OZ EA. 2,000/CASE	\$ <u>8.26</u>
101)	30	CS	393-81-740-000: SUGAR SUBSTITUTE, "SUGAR TWIN" "SWEET & LOW" ONLY IND. NO CYCLAMATES, 3M/CASE	\$ <u>9.04</u>
102)	5	CS	393-81-741-000: SUGAR SUBSTITUTE, "EQUAL" ONLY, 2M/CASE	\$ <u>26.85</u>
103)	6	CS	393-59-430-000: GRAPE JELLY, PURE FRUIT, 6/#10 CANS/CASE, "POLONER" OR EQUAL	\$ <u>3621</u>
104)	50	CS	393-49-410-000: GRAPE JELLY, IND. 200/CS ½ OZ. EACH	\$ <u>574</u>
105)	6	CS	393-59-420-000: STRAWBERRY JELLY, IND. ½ OZ. EA. 200/CASE	\$ <u>/</u>
106)	5	CS	393-47-454-100: ORANGE MARMALADE, SMUCKERS, POLANER OR EQUAL, 2/5 LTRS.	\$ <u>/</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
107)	40	CS	393-78-200-000: CHICKEN BROTH, CLEAR, "SWANSON" OR EQUAL, NO ADDED SPICES, 12 # 5 CANS/CASE	\$ <u>17.74</u>
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)	\$ <u>1180</u>
B)	190	CS	393-78-400-050: CHICKEN SOUP BASE, (WITH CHICKEN FAT)	\$ <u>1118</u>
C)	5	CS	393-78-400-080: ONION SOUP BASE,	\$ <u>26-</u>
D)	5	CS	393-78-400-070: MUSHROOM SOUP BASE	\$ <u>44.80</u>
E)	5	CS	393-78-400-060: HAM BASE MIX	\$ <u>/</u>
109)	10	CS	DESSERT POWDER, GELATIN TYPE, 12/26 OZ/CASE, NO PORK OR PORK PRODUCTS	
A)	10	CS	393-46-420-000: CHERRY	\$ <u>2295</u>
B)			393-46-421-000: LEMON	\$ <u>2295</u>
C)			393-46-422-000: LIME	\$ <u>2295</u>
D)			393-46-425-000: STRAWBERRY	\$ <u>2295</u>

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

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BIDDER

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

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

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

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TITLE

<u>Estimated Usage-6 Months</u>		<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
124)	10	CS	393-63-510-000: RAVIOLI, CHEESE IN TOMATO SAUCE, 6 #10/CANS/CASE	\$ <u>3860</u>
125)	25	CS	393-48-820-000: SALSA PICANTE, "ROSARITO" OR EQUAL, 4/1 GALLON/CASE	\$ <u>2860</u>
126)	20	CS	393-74-250-00: CLAMS, MINCED, 12/#5 CANS/CASE	\$ <u>73.74</u>
127)	225	CS	393-80-340-000: GARLIC, CHOPPED, READY TO USE PACKED 6/32 OZ/PLASTIC JARS ONLY, NO GLASS	\$ <u>1568</u>
128-A)	50	CS	393-48-720-000: BARBECUE SAUCE, 4/9 LB PLASTIC JUGS/CASE "OPEN PIT" ONLY	\$ <u>34.35</u>
128-B)	40	PAIL	393-48-720-100: BARBECUE SAUCE 1/5 GALLON PAIL, "OPEN PIT" ONLY	\$ <u>3880</u>
129)			PUDDINGS-READY TO SERVE, "NUGGET" OR EQUAL, 6/#10 CANS/CASE	
A)	10	CS	380-33-270-000: VANILLA	\$ <u>21.98</u>
B)	10	CS	380-33-270-100: CHOCOLATE	\$ <u>21.98</u>
C)	10	CS	380-33-270-200: BUTTERSCOTCH	\$ <u>22.34</u>
130)	10	CS	380-33-270-400: RICE PUDDING, PREPARED, NON-REFRIGERATED, 6/#10/CANS/CASE	\$ <u>28.25</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
131)	10	CS	380-33-270-500: TAPIOCA PUDDING, PREPARED, 6/#10 CANS/CASE "NUGGET," "NIFDA" OR EQUAL	\$ <u>2750</u>
132)	25	CS	393-75-300-000: FOOD RELEASE, VEGETABLE ONLY, SPRAY ON, PACKED 6/17 OZ./CASE, "PAM", "NUGGET" OR EQUAL	\$ <u>1340</u>
133)	70	CS	485-18-280-000: OVEN & GRILL CLEANER, 4/1 GALLON TUBS/CASE	\$ <u>17.95</u>
134)	75	BOXES	652-43-000-000: HAIR NETS, BROWN, NYLON, 144/BOX	\$ <u>/</u>
135)	5	CS	393-48-390-106: ITALIAN DRESSING, IND., 200/9 GM/CASE	\$ <u>360</u>
136)	5	CS	393-48-390-111: RANCH DRESSING, (4/GAL. CASE)	\$ <u>27.25</u>
137)	8	CS	393-48-390-112: CEASAR SALAD DRESSING, (4/1 GAL)	\$ <u>3450</u>
138)	5	CS	393-48-390-107: 1000 ISLAND SALAD DRESSING 4/1 GALLON/CASE)	\$ <u>/</u>
139)	5	CS	393-48-390-108: BLUE CHEESE DRESSING (4/1 GAL)	\$ <u>44.50</u>
140)	5	CS	393-48-390-109: FRENCH DRESSING (4/1 GAL)	\$ <u>22.85</u>
141)	5	CS	393-38-390-110: ITALIAN DRESSING, (4/1 GAL)	\$ <u>1765</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
142)	15	CS	393-54-430-000: CRANBERRY SAUCE, IND. PACKED 200/14 GM/CASE	\$ <u>✓</u>
143)	10	CS	393-48-858-000: MUSTARD, PREPARED, IND. 500/7GRAM/CASE	\$ <u>4.36</u>
144)	10	CS	393-48-315-000: TOMATO KETCHUP IND. 500/7GRAM/CASE	\$ <u>5.10</u>
145)	20	CS	393-48-315-500: TOMATO KETCHUP, U.S.FANCY 24/14 OZ/ BOTTLES, "HUNTS" OR EQUAL NO GLASS	\$ <u>33.08</u>
146)	5	CS	393-48-440-500: GRAVY EXTRACT, 4/1 GALLON GRAVY MASTER OR APPROVED EQUAL	\$ <u>123.00</u>
147)	5	CS	393-48-480-000: HORSHRADISH, REG., 4/1 GAL/CS "GOLD'S" OR EQUAL	\$ <u>✓</u>
148)	20	CS	393-48-858-600: MUSTARD, PREPARED, YELLOW, 4/1 GALLON/CASE	\$ <u>11.08</u>
149)	12	CS	393-69-480-000: OLIVES, BLACK, 6/#10 CANS/CS. EXTRA STANDARD, NO GLASS	\$ <u>24.20</u>
150)	3	CS	393-69-480-600: OLIVES, STUFFED, 100-110 COUNT, 4/1 GALLON/CASE, NO GLASS	\$ <u>31.04</u>
151)	10	CS	393-69-300-000: PEPPEROCINI PEPPERS, 4/1 GALLON/CASE NO GLASS	\$ <u>13.64</u>
152)	8	CS	393-86-620-100: ROASTED PEPPERS, RED,	\$ <u>21.14</u>

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
39386-02158-002

12/28 OZ/CASE

\$ _____

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
153)	8	CS	393-86-620-200: JALAPENO PEPPERS, SLICED, 6/#10/CANS/CASE	\$ <u>19.34</u>
154)	10	CS	393-69-540-000: PICKLE CHIPS, KOSHER, 4/1 GALLON, "B & G" OR EQUAL	\$ <u>19.12</u>
155)	12	CS	393-69-545-000: PICKLE RELISH, SWEET, 4/1 GAL/CS	\$ <u>21.09</u>
156)	80	EA	393-80-560-000: OREGANO, 1 LB	\$ <u>2.34</u>
157)	50	EA	393-80-805-800: PAPRIKA, 1 LB	\$ <u>2.34</u>
158)	250	EA	393-80-600-000: PEPPER, BLACK, GROUND, 1/LB	\$ <u>5.68</u>
159)	5	EA	393-80-630-000: PEPPER, WHITE, GROUND, 1/LB	\$ <u>8.48</u>
160)	25	EA	393-80-010-000: ROSEMARY, 2 LB/BOX	\$ <u>1.97</u>
161)	10	EA	393-80-010-100: CAJUN SPICE 1 LB/BOX	\$ <u>2.13</u>

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

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
162)	75	EA	393-80-010-200: PEPPER, JALAPINO, CRUSHED RED PEPPER, 14/OZ/BOX	\$ <u>250</u>
163)	100	EA	393-80-260-000: CUMIN, GROUND, 1/LB	\$ <u>2.64</u>
164)	30	EA	393-80-830-000: THYME LEAF, 1/LB	\$ <u>284</u>
165)	20	EA	393-80-720-000: SAGE, LEAF, 1/LB	\$ <u>250</u>
166)	10	EA	393-80-650-000: PICKLING SPICES, PURE, 12/OZ	\$ <u>234</u>
167)	425	EA	393-80-230-000: CHILI POWDER, 1 LB	\$ <u>234</u>
168)	10	EA	393-80-500-000: NUTMEG, GROUND, 1/LB	\$ <u>9.19</u>
169)	25	EA	393-80-130-000: BAY LEAVES, PURE, 1/LB	\$ <u>2.49</u>
170)	50	EA	393-80-250-000: CINNAMON, GROUND, PURE, 14/OZ	\$ <u>2.74</u>
171)	250	EA	393-80-590-000: PARSLEY, FLAKES, PURE, 8 OZ/	\$ <u>317</u>
172)	100	EA	393-80-100-000: BASIL LEAVES, PURE, 1 LB	\$ <u>2.42</u>

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
173)	10	EA	393-80-360-000: GINGER, GROUND, 1 LB	\$ <u>2.10</u>
174)	80	EA	393-80-670-000: POULTRY SEASONING, PURE, 1/LB	\$ <u>1.94</u>
175)	20	EA	393-80-190-000: CELERY SALT, 2/LB	\$ <u>2.14</u>
176)	10	EA	393-80-470-000: MUSTARD, DRY, 1/LB	\$ <u>2.10</u>
177)	25	EA	393-80-550-000: ONION POWDER, PURE, 16/OZ	\$ <u>3.04</u>
178)	25	EA	393-80-350-000: GARLIC POWDER, 1/LB	\$ <u>3.48</u>
179)	35	EA	393-80-270-000: CURRY POWDER, 1/ LB	\$ <u>2.45</u>
180)	10	CS	393-88-100-000: VINEGAR, CIDER 4/1 GAL/CS	\$ <u>8.21</u>
181)	90	CS	393-88-110-000: VINEGAR, WHITE, 4/1 GAL/CS	\$ <u>5.68</u>

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

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TITLE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
182)	10	CS	393-88-111-000: VINEGAR, RED "WINE" 4/1 GAL/CS	\$ <u>708</u>
183)	8	CS	393-88-111-100: VINEGAR, BALSALMIC, 2/5 LTRS.	\$ <u>19.71</u>
184)	50	BAGS	393-73-000-001: SALT, TABLE, 25 POUND BAGS	\$ <u>4.62</u>
185)	10	CS	393-48-910-000: WORCESTERSHIRE SAUCE 4/1 GAL	\$ <u>9.24</u>
186)	10	CS	393-48-750-000: CHILI SAUCE, "NUGGET" OR EQUAL	\$ <u>22.98</u>
187)	15	CS	393-48-860-000: HOT SAUCE, 12/12/OZ/CS, DURKEES OR EQUAL	\$ <u>13.40</u>
188)	35	CS	393-48-761-000: SOY SAUCE, 4/1 GAL, "LA CHOY" ONLY	\$ <u>10.14</u>
189)	2	CS	393-48-761-100: HOISEN SAUCE, 6/5 QUART/CASE	\$ <u>27.50</u>
190)	100	QT	393-50-460-000: VANILLA FLAVOR QUART IMITATION	\$ <u>1.29</u>
191)	5	CS	393-74-672-220: GIFFILTE FISH, 12/24 OZ. (STATE BRAND)	\$ <u>/</u>
192)	120	CS	393-48-407-000: BROWN GRAVY MIX, 8/15 OZ	\$ <u>12.36</u>

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BIDDER

TITLE

BOX, "TRIO" OR "CHEF'S COMPANION"

\$ 1236

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
193)	130	CS	393-48-409-000: CHICKEN GRAVY MIX, 8/15 OZ. BOX, "TRIO" OR "CHEF'S COMPANION"	\$ 1358
194)	5	CS	393-85-050-000: ICED-TEA MIX WITH LEMON & SWEETNER, "LIPTON" ONLY 12/24 OZ/CASE	\$ 19.78
195)	5	CS	393-85-100-000: DECAFFEINATED TEA BAGS "LIPTON" ONLY WITH STRING AND TAG, 100/BOX, INDIVIDUALLY WRAPPED	\$ 17.84
196)	5	CS	393-85-110-000: TEA BAGS, INDIVIDUAL WRAPPED, WITH STRING AND TAG, 100/BOX, LIPTON ONLY	\$ 17.84
197)	325	CS	393-85-111-000: ICED TEA BAGS, NO STRING, ONE OZ/EACH, PACKED 50/CASE LIPTON ONLY	\$ /
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	\$ 3463
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)	\$ 669
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)	\$ 7.49
201)	10	CS	393-47-214-100: ALL PURPOSE BATTER MIX	36.90

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TITLE

6/5 LB./CASE, GOLDEN DIPT OR EQUAL

\$ 36.90

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
202)	250	CS	393-54-110-000: SLICED APPLES, 6 #10/CANS/CS WATER PACKED	\$ <u>21.31</u>
203)	15	CS	375-15-760-100: BREAD CRUMBS/FLAVORED, 6/5 POUNDS/CASE, RESEALABLE	\$ <u>15.25</u>
204)	15	CS	393-43-800-000: CROUTONS, SEASONED, 4/2.25#, 9LBS/CASE	\$ <u>23.65</u>
205)	10	CS	393-73-000-000: SALT, TABLE, 12/26OZ/CASE	\$ <u>11.90</u>
206)	12	EA	393-80-600-100: CAYENNE PEPPER, ONE POUND EA	\$ <u>2.40</u>
207)	40	EA	393-80-600-200: LEMON PEPPER, SPICE BLEND 1 POUND	\$ <u>/</u>
208)	24	EA	393-80-600-300: ADOBE SEASONING, GOYA ONLY, (WITHOUT PEPPER) 28 OZ/CONTAINER	\$ <u>/</u>
209)	8	CS	393-80-600-400: SAZON AZAFRAN SEASONING, GOYA OR EQUAL, 18/3.52 OZ/CASE	\$ <u>38.50</u>
210)	40	EA	393-80-805-900: PAPRIKA, SPANISH SMOKED	<u>/</u>

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

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Pres.

TITLE

SWEET, 1 POUND/EA

\$ /

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
211)	18	EA	393-48-761-200: OYSTER SAUCE, LA CHOY OR EQUAL, 5 POUND	\$ <u> / </u>
212)	14	EA	393-48-761-300: DUCK SAUCE, SAUCY SUSAN, OR EQUAL, 1 GALLON	\$ <u>4.99</u>
213)	12	EA	393-80-010-500: OLD BAY SPICE, 16/OZ. OLD BAY ONLY	\$ <u> / </u>
214)	10	EA	393-52-770-100: WHEAT FLOUR, 50 #/BAGS	\$ <u>19.50</u>
215)	25	CS	375-60-200-100: TORTILLAS, FLOUR, 12/12 6 "ROUND CASE, "EL PASO" OR EQUAL	\$ <u>20.83</u>
216)	18	CS	375-60-200-000: TACO SHELLS, 200/CASE 6" SIZE	\$ <u>11.50</u>
217)	2	EA	393-80-060-000: ALL SPICE, GROUND, PURE, 1 POUND JAR	\$ <u>3.50</u>
218)	12	EA	393-80-170-100: SESAME SEEDS, 1 POUND JAR	\$ <u>2.50</u>
219)	2	CS	393-60-560-100: LIME JUICE, PURE, 12/1 QT/CASE REAL LEMON OR EQUAL	\$ <u> / </u>
220)	10	CS	393-86-811-500: SUNDRIED TOMATOES, 5 LB/BAG	\$ <u>12.25</u>
221)	5	CS	393-61-524-100: LASAGNA, OVEN READY,	\$ <u> / </u>

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Rand Wilkoff
BIDDER

Pros.

TITLE

BARILLA ONLY, 12/9 OZ/CASE

	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
222)	6	CS	393-43-180-000: HONEY GRAHAMS, 200/2 COUNT	\$ <u>16.75</u>
223)	12	CS	393-86-150-200: WHITE KIDNEY BEANS HANOVER OR EQUAL, 6/#10/CS	\$ <u>20.90</u>
224)	600	CS	393-86-811-600: TOMATOES, ALL PURPOSE, CRUSHED REDPACK ONLY 6/#10/CANS/CASE	\$ <u>22.14</u>
225)	10	CS	393-86-620-300: CHERRY PEPPERS, HOT, 4/1 GALLON/CASE/NO GLASS	\$ <u>26.50</u>
226)	5	CS	393-86-620-400: SWEET CHERRY PEPPERS, 4/1 GALLON/CASE/NO GLASS	\$ <u>/</u>
227)	5	EA	393-62-000-000: CORN MEAL, 25 POUNDS/BAG/WHOLE GRAIN YELLOW ENRICHED AND DEGERMINATED, QUAKER OR EQUAL	\$ <u>19.90</u>
228)	5	BOX	393-37-020-000: CHOCOLATE CHIPS, 25 POUNDS/BULK CASE	\$ <u>/</u>
229)	12	CASE	393-33-184-002: COUNTRY TIME LEMONADE MIX 15/PKS/CS.	\$ <u>/</u>

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

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	<u>Estimated Usage-6 Months</u>	<u>Unit</u>	<u>Items and Description</u>	<u>Unit Price</u>
230)	60	EACH	850-50-000-000: OVEN MITTS, 17" LONG FITS EITHER HAND/AMBIDEXTROUS.	\$ <u>/</u>
231)	50	Dz.	240-77-000-000: STAINLESS STEEL STANDARD WEIGHT SCOURING PADS 50 GRAMS COILED, 12/PACK	\$ <u>/</u>
232)	5	CS	393-54-520-000: FRUIT COCKTAIL IN JUICE, 6/#10 CANS/CASE, NUGGETT, DELMONTE OR EQUAL	\$ <u>24.25</u>
233)	5	CS	393-78-911-000: TOMATO SOUP, CONDENSED, 12#5 CANS/CASE HEINZ, OR APPROVED EQUAL	\$ <u>25.48</u>
234)	5	CS	393-43-170-000: GINGER SNAPS, 12/12 OZ/CASE	\$ <u>/</u>
235)	5	CS	393-85-111-100: ICED TEA POWDER, 6/26.5 OZ/CASE	\$ <u>/</u>
236)	5	CS	393-36-900-000: CREAM OF WHEAT, "WHEATENA", 12/22 OZ/CASE	\$ <u>35.50</u>
237)	5	CS	393-35-234-005: RICE CHEX, GLUTEN FREE, 96/1 OZ./CASE GENERAL MILLS OR EQUAL	\$ <u>35.50</u>

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Pres.

TITLE

H. SCHRIER & CO., INC.
Food Service Distributors

Response
for
Section A
on Page 23

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.

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



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
 716 847-3185

Rochester
 585 427-2273

Syracuse
 315 487-0852

Albany
 518 485-5326

Metro NY, LI & SI
 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

Entity No.: 117521

Certificate No.: 14295

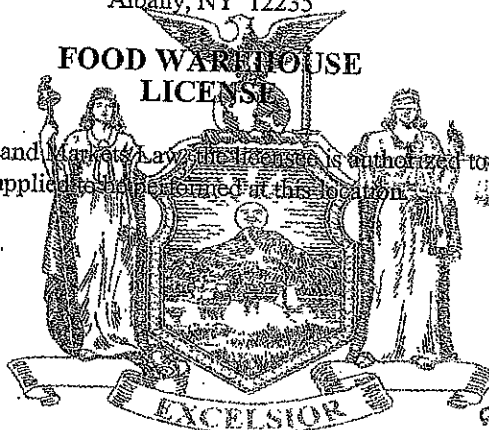
Estab No.: 618577

**FOOD WAREHOUSE
 LICENSE**

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 licensed 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
 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

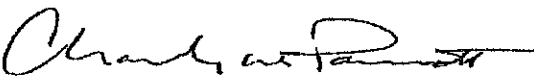
LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural
Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO. 20010109	2. ANNIVERSARY DATE 10-24-2018	3. TYPE OF BUSINESS BOTH FRESH & FROZEN	4. NATURE OF BUSINESS WHOLESALE DEALER	5. OWNERSHIP TYPE CORPORATION	6. NO. OF BRANCHES 0
SCHRIER & CO INC H 4901 GLENWOOD ROAD BROOKLYN NY 11234-1131				<i>Read</i> "NOTICE TO LICENSEE" <i>on reverse side</i>	
BUS: 4901 GLENWOOD ROAD BROOKLYN NY 11234-1131				LICENSEE: <i>Please examine this Certificate for accuracy.</i> <i>Report errors to P.A.C.A. Office at above address</i>	
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


DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS


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

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 39386-02158-002
	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		Dated: Jan. 18, 2018
			BID OPENING DATE February 15, 2018 11:00 A.M. E.S.T.
BUYER Linda A. Mills	TELEPHONE (516) 571-6109	REQUISITION NUMBER N/A	

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 14.30 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:

B'

OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: **H. Schrier & Co. Inc.**
ADDRESS: **4901 Glenwood Road**
CITY: **Brooklyn, NY 11234**
P: 718.258.7550 - F: 718.258.9586

ZIP CODE

TELEPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

David Libertoff - President
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 IMPOSED 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 (Federal-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

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 1 of 2

AWARD RECOMMENDATIONS

Items:

1, 4, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 28, 29, 31, 32, 33, 35, 36, 39, 40, 44, 45, 47, 55, 56, 57, 63, 64, 65, 66, 67, 68, 69, 71A, 71C, 71D, 71E, 71F, 71G, 71I, 73, 77, 79, 80, 85, 87, 90, 91, 92, 93, 94, 95, 96, 98, 100A, 100B, 107, 108C, 108D, 125, 132, 135, 137, 146, 148, 149, 152, 154, 155, 166, 181, 183, 184, 186, 190, 194, 199, 200, 201, 205, 209, 212, 225, 227, 232

To: H. Schrier & Co., Inc. Vendor #1 (90 Items)

Items:

2, 3, 7, 11, 14, 23, 30, 34, 37, 38, 41, 48, 50, 61, 62, 70, 71H, 71K, 71L, 71M, 71N, 71O, 71P, 71Q, 75, 76, 78, 81, 82, 83, 84, 86, 88, 89, 99, 106, 108E, 119, 120, 121, 124, 126, 128A, 128B, 129A, 129B, 128C, 130, 131, 133, 134, 139, 145, 147, 173, 180, 182, 188, 189, 203, 204, 208, 210, 211, 213, 214, 215, 216, 221, 224, 228, 229, 230, 231, 233, 234, 235, 237

To: Mivila Foods Vendor #2 (78 Items)

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 2 of 2

AWARD RECOMMENDATIONS

Items:

5, 6, 8, 25, 27, 42, 43, 46, 49, 51, 52, 53, 54, 58, 59, 60, 71B, 71J, 72, 74,
101, 102, 108A, 108B, 109A, 109B, 109C 109D, 110, 111, 112, 113, 114,
115, 116, 117, 118, 122, 123, 127, 136, 141, 150, 151, 153, 156, 157, 158,
159, 160, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 172, 174, 175,
176, 177, 178, 179, 185, 191, 192, 193, 195, 196, 197, 198, 202, 206, 207,
217, 218, 219, 220, 222, 223, 236

To: Universal Coffee Vendor #3 (85 Items)

Items:

97, 103, 104, 105, 138, 140, 142, 143, 144, 187,

To: Elwood International Vendor #4 (10 Items)

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

Total Items Listed-264

Groceries Bid #39386-02158-002 Award Explanations

Page 1 of 2

Bid #39386-02158-002

Bid Title: Groceries

Bid Opening Date: February 15, 2018

Buyer: Linda A. Mills, Food Inspector 2

Date: March 8, 2018

**EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS**

Item 51 (Garlic Dehydrated)

Apparent low bidder, Vendor #2 offers 240 Oz. @ 0.149 per Oz. Actual Low Bidder, vendor #3, offers 288 Oz. @ 0.138 per Oz. Recommend award to Vendor #3.

Item 57 (Honey))

Apparent low bidder, Vendor #3, offers 144 Ounces @ 0.179 per Ounce. Actual low bidder, Vendor #1, offers 192 ounces @0.155 per Ounce. Recommend award to Vendor #1.

Item 92- (Corn Flakes) Apparent low bidder, vendor #2 does not meet specifications. Item must be "Bulk Pack". Recommend award to vendor #1, who meets specifications of this item.

Item 128A- (Barbeque Sauce) Apparent low bidder, vendor #4 does not meet specifications. Item must be "Open-Pit" only for quality reasons. Recommend award to vendor #2, who meets specifications of this item.

Groceries Bid #39386-02158-002 Award Explanations

Page 2 of 2

Bid #39386-02158-002

Bid Title: Groceries

Bid Opening Date: February 15, 2018

Buyer: Linda A. Mills, Food Inspector 2

Date: March 8, 2018

**EXPLANATIONS FOR AWARDS MADE TO OTHER THAN APPARENT LOW
BIDDERS**

Item 137- (Caesar Salad Dressing) Tied between Vendors 1 & 2.

Recommend award to Vendor #1, who offers the shortest delivery time, A.R.O.

Item 188- (Soy Sauce) Apparent low bidders, Vendors # 3 & 1 do not meet specifications. For quality purposes, "La Choy" is required as an "Only", as lower priced sauces are not acceptable because of poor quality, resulting in unnecessary waste.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: N/A

OFFICE OF PURCHASING SUMMARY OF BIDS OPENED FEBRUARY 15, 2018 AT 11 A.M. REQ. NO: N/A										8 & SCHRIER CO		MIVILA FOODS OF NY		UNIVERSAL COFFEE		ELWOOD		DETAILS OF AWARD									
TITLE: GROCERIES										H.																	
ITEM #	ARTICLE	QTY	UNIT	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	36.50	NB	37.85	36.73	NB																			
2	393-65-000-000	2	CASE	NB	95.70	NB	NB																				
3	393-64-100-000	10	CASE	49.98	47.50	NB	NB																				
4	393-48-740-000	100	CASE	26.75	27.75	NB	NB																				
5	393-54-730-000	100	CASE	24.16	24.75	21.68	NB																				
6	393-54-750-000	250	CASE	22.89	22.90	20.33	NB																				
7	393-54-780-000	250	CASE	22.70	22.60	22.87	NB																				
8	393-54-200-100	6	CASE	19.95	16.90	16.56	NB																				
9	393-86-000-010	15	CASE	26.85	27.35	27.27	NB																				
10	393-86-500-010	300	CASE	24.34	24.40	25.68	NB																				
11	393-86-000-020	50	CASE	16.75	16.80	16.83	NB																				
12	393-86-200-000	400	CASE	16.80	16.85	17.48	NB																				
13	393-86-140-000	10	CASE	16.95	16.85	17.48	NB																				
14	393-86-000-030	20	CASE	16.25	15.90	NB	NB																				
15	393-86-180-000	10	CASE	17.40	17.50	NB	NB																				
16	393-86-150-000	300	CASE	16.98	17.10	19.25	NB																				
17	393-86-150-100	10	CASE	32.44	33.35	NB	NB																				
18	393-86-620-000	10	CASE	22.50	22.85	24.73	NB																				
19	393-87-310-000	10	BAGS	16.88	16.40	NB	NB																				
20	393-86-580-000	20	CASE	17.88	20.35	18.98	NB																				
21	393-87-520-000	12	BAGS	13.25	15.25	NB	NB																				
22	393-87-520-100	12	BAGS	23.00	25.90	NB	NB																				
23	393-87-560-000	60	CASE	33.88	33.50	38.73	NB																				
24	393-86-650-000	80	CASE	19.92	22.70	20.73	NB																				
25	393-86-660-000	20	CASE	21.90	22.75	18.13	NB																				
26	393-86-520-000	10	CASE	25.96	27.60	26.68	NB																				
27	393-86-220-000	10	CASE	16.50	16.90	15.68	NB																				
28	393-86-820-000	60	CASE	22.14	26.70	22.98	NB																				
29	393-86-621-000	40	CASE	15.80	16.90	16.88	NB																				
30	393-86-810-000	5	CASE	15.70	15.60	NB	NB																				
31	393-86-811-000	50	CASE	13.50	13.60	14.88	NB																				
32	393-86-811-200	100	CASE	22.40	22.70	NB	NB																				
33	393-86-811-300	60	CASE	23.68	23.85	NB	NB																				
34	393-86-811-400	40	CASE	NB	25.10	NB	NB																				
35	393-48-310-000	10	CASE	16.41	16.65	NB	NB																				
36	393-86-730-000	75	CASE	19.98	20.00	21.48	NB																				
37	393-86-240-000	10	CASE	16.98	15.80	16.68	NB																				
38	393-87-311-000	5	BAGS	18.75	17.90	NB	NB																				
39	393-87-312-000	5	BAGS	12.58	12.90	NB	NB																				
40	393-87-311-100	250	BAGS	13.25	15.25	13.68	NB																				

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: N/A

OFFICE OF PURCHASING										BID NO: 39386-02168-002										TITLE: GROCERIES										REQUIREMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									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OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: N/A

TITLE: GROCERIES																						TO NO.		AMOUNT
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
104	393-59-410-000	50	CASE	5.74	4.85	NB	4.48																	
105	393-59-420-000	6	CASE	NB	8.65	NB	6.28																	
106	393-47-454-100	5	CASE	NB	29.35	NB	NB																	
107	393-78-200-000	40	CASE	17.74	17.80	NB	NB																	
108A	393-78-400-040	75	CASE	11.80	18.70	11.58	NB																	
108B	393-78-400-050	190	CASE	11.18	18.70	11.03	NB																	
108C	393-78-400-080	5	CASE	26.00	26.20	NB	NB																	
108D	393-78-400-070	5	CASE	44.80	45.25	NB	NB																	
108E	393-31-400-000	5	CASE	NB	28.90	NB	NB																	
109A	393-46-420-000	10	CASE	22.95	21.40	20.93	NB																	
109B	393-46-421-000		CASE	22.95	21.40	20.93	NB																	
109C	393-46-422-000		CASE	22.95	21.40	20.93	NB																	
109D	393-46-425-000		CASE	22.95	21.40	20.93	NB																	
110	393-31-400-000	10	CASE	NB	10.35	9.98	NB																	
111	393-31-401-000	10	CASE	NB	10.35	9.98	NB																	
112	393-31-401-020	10	CASE	NB	10.35	9.98	NB																	
113	393-31-860100	10	CASE	NB	10.35	9.98	NB																	
114	393-31-860-200	10	CASE	NB	10.35	9.98	NB																	
115	393-31-860-000	10	CASE	NB	10.35	9.98	NB																	
116	393-31-400-994	5	CASE	NB	11.10	10.48	NB																	
117	393-31-400-995	5	CASE	NB	11.10	10.48	NB																	
118	393-31-400-996	5	CASE	NB	11.10	10.48	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	10.48	NB																	
123	393-31-400-998	5	CASE	NB	11.10	10.48	NB																	
124	393-63-510-000	10	CASE	38.60	36.25	NB	NB																	
125	393-48-820-000	25	CASE	28.60	28.70	NB	NB																	
126	393-74-250-000	20	CASE	73.74	69.90	NB	NB																	
127	393-80-340-000	225	CASE	15.68	20.90	14.88	NB																	
129A	393-48-720-000	50	CASE	34.35	33.90	NB	15.74																	
129B	393-48-720-000	40	PAIL	38.80	38.35	NB	NB																	
129A	393-33-270-000	10	CASE	21.98	20.42	21.88	NB																	
129B	393-33-270-100	10	CASE	21.98	20.42	21.88	NB																	
129C	393-33-270-200	10	CASE	22.34	20.42	21.88	NB																	
130	393-33-270-400	10	CASE	28.25	24.60	24.88	NB																	
131	393-33-270-500	10	CASE	27.50	22.90	27.38	NB																	
132	393-75-300-000	25	CASE	13.40	13.45	NB	NB																	
133	485-18-280-000	70	CASE	17.95	15.85	NB	NB																	

REQ. NO: N/A

13A	657-434
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OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED FEBRUARY 15, 2018 AT 11 A.M.
BID NO: 39386-02158-002
REQ. NO: NA

TITLE: GROCERIES

ITEM #	ARTICLE	QTY	UNIT	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	1.94	2.10	1.88	NB															
175	393-80-190-000	20	EA	2.14	2.39	1.98	NB															
176	393-80-470-000	10	EA	2.10	1.95	1.88	NB															
177	393-80-560-000	25	EA	3.04	2.40	2.32	NB															
178	393-80-350-000	25	EA	3.48	3.25	3.12	NB															
179	393-80-270-000	35	EA	2.45	2.65	2.24	NB															
180	393-88-100-000	10	CASE	8.21	7.90	NB	NB															
181	393-88-110-000	90	CASE	5.68	5.75	6.18	NB															
182	393-88-111-000	10	CASE	7.08	6.95	NB	NB															
183	393-88-111-100	8	CASE	15.71	15.90	NB	NB															
184	393-73-000-001	50	BAGS	4.62	4.75	NB	NB															
185	393-48-910-000	10	CASE	9.24	8.85	8.43	NB															
186	393-48-750-000	10	CASE	22.98	23.15	NB	NB															
187	393-48-860-000	15	CASE	13.40	13.80	NB	12.94															
188	393-48-761-000	35	CASE	10.14	31.90	9.02	NB															
189	393-48-761-100	2	CASE	27.50	25.80	NB	NB															
190	393-50-460-000	100	QT	1.25	1.40	1.38	NB															
191	393-74-672-220	5	CASE	NB	48.50	45.48	NB															
192	393-48-407-000	120	CASE	12.36	18.75	12.13	NB															
193	393-48-409-000	130	CASE	13.58	20.80	13.33	NB															
194	393-85-050-000	5	CASE	19.78	43.85	NB	NB															
195	393-85-100-000	5	CASE	17.94	37.09	17.58	NB															
196	393-85-110-000	5	CASE	17.94	44.50	17.58	NB															
197	393-85-111-100	325	CASE	NB	5.95	4.73	NB															
198	393-68-000-001	10	CASE	34.63	43.90	34.48	NB															
199	390-81-100-100	5	CASE	6.83	6.75	NB	NB															
200	390-91-100-200	150	CASE	7.49	7.95	NB	NB															
201	000-00-000-000	10	CASE	36.90	37.90	NB	NB															
202	393-54-110-000	250	CASE	21.31	24.80	20.88	NB															
203	375-15-760-100	15	CASE	15.25	14.70	17.85	NB															
204	393-43-800-000	15	CASE	23.65	20.50	NB	NB															
205	393-73-000-000	10	CASE	11.90	12.50	NB	NB															
206	393-80-800-100	12	EA	2.40	2.19	1.96	NB															
207	393-80-800-200	40	EA	NB	2.50	2.38	NB															
208	393-80-600-300	24	EA	NB	4.35	NB	NB															
209	393-80-600-400	8	CS	38.50	39.40	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	4.99	5.10	NB	NB															
213	393-80-010-500	12	EA	NB	7.99	NB	NB															
214	393-52-770-000	10	EA	19.50	16.90	NB	NB															

WARD

DETAILS OF AWARD

[illegible]

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: 2/15/18

PUBLIC BID OFFICER

Deborah
Condon

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/23/2018

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 Rampart Brokerage Corp. 1983 Marcus Avenue, Suite C130 Lake Success, NY 11042 516 538-7000	CONTACT NAME: Gwen Kolenik	
	PHONE (A/C, No, Ext): 516 390 3812	FAX (A/C, No): 516 390 3813
E-MAIL ADDRESS: gkolenik@rampartinsurance.com		
INSURED H. Schrier & Co. Inc. 4901 Glenwood Road Brooklyn, NY 11234	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Ins Co	
	INSURER B: United States Fire Ins Co	
	INSURER C: Ohio Casualty Insurance Company	
	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			12UUNBK9429	01/20/2018	01/20/2019	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$300,000
							PERSONAL & ADV INJURY	\$10,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
								\$
								\$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5821097166 ECO195710538	01/20/2018 01/20/2018	01/20/2019 01/20/2019	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Bid # 39386-02158-002 GROCERIES

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

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

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

Stanley Spivak

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E-34-18

NIFS ID:CLSS18000034 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013

NIFS Entry Date: 15-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

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

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

Vendor Info:	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 14136812
Address: 13640 Route 22 South Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

2018 MAR 19 P 12:06
NASSAU COUNTY
CLERK

Department	NIFS Entry: X	22-FEB-18 -- MKANOWITZ
Department	NIFS Approval: X	22-FEB-18 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-FEB-18 -- APERSICH
OMB	NIFS Approval: X	26-FEB-18 -- AROMANO
County Atty.	Insurance Verification: X	22-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	22-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	06-MAR-18 -- KROSE-LOUDER

Leg. Affairs	Approval/Review: X	01-MAR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	76	Revenue				\$ 0.00
Resp:	7600	Contract:				\$ 0.00
Object:	TT714	County	\$ 142,787.50			\$ 0.00
Transaction:	CQ	Federal	\$ 171,345.00			\$ 0.00
Project #:		State	\$ 257,017.50			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00	6	SSGEN7600/TT714	\$ 571,150.00
		TOTAL	\$ 571,150.00		TOTAL	\$ 571,150.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Berkshire Farm Center & Services for Youth

2. **Dollar amount requiring NIFA approval:** \$571150

Amount to be encumbered: \$571150

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:** 01/01/2018 to 12/31/2018

Has work or services on this contract commenced? Y

If yes, please explain: Ongoing mandated services.

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 30
Other		State % 45
		County % 25

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:**

We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

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 Not Applicable

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 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.

APERSICH

28-FEB-18

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 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

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 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.

RULES RESOLUTION NO. – 2018

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 SOCIAL SERVICES AND
BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center & Services for Youth in connection with preventive services for families and children at immediate risk of having a child placed in foster care, 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 Berkshire Farm Center & Services for Youth

Jack Schnirman
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: Berkshire Farm & Services for Youth

CONTRACTOR ADDRESS: 13640 Route 22, South Canaan, NY 12029

FEDERAL TAX ID #: 141368125

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 SEPTEMBER 6, 2013 [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 _____

AN RFP WAS ISSUED [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. (CONTRACTOR EVALUATION ATTACHED)

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

2-16-18
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.

Exhibit A



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:

11/13/17

Vendor: Beckshire Farm Center & Services For Youth

Signed:

A handwritten signature in dark ink, appearing to read "Nicole McArthur", is written over a horizontal line.

Print Name:

NICOLE MCARTHUR

Title:

CFO

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 James Dennis
Date of birth 10/23/1956
Home address 24 Crawford Dr
City/state/zip Ballston Lake, NY 12019
Business address 13640 State Route 22
City/state/zip Canaan, NY 12029
Telephone (518) 781-1842
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 ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer 11/03/2015 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) Chief Program Officer 7/01/2011
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.

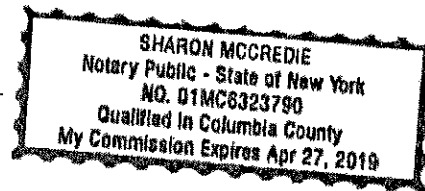
CERTIFICATION

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, James Dennis, 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 November 2017

Sharon McCredie
Notary Public



Berkshire Farm Center & Services for Youth

Name of submitting business

James Dennis

Print name

Signature

President/CEO

Title

11 / 9 / 17
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 Nicole McArthur
Date of birth 1/4/83
Home address 71 Knollwood Dr
City/state/zip Valatie, NY 12184
Business address 13640 State Rte 22
City/state/zip Canaan, NY 12029
Telephone 518-781-1847
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 7/5/16 Partner ____/____/____
Vice President ____/____/____
(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 ☒ 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.

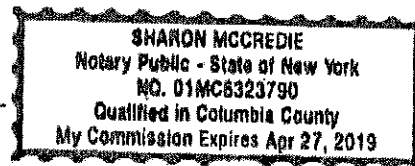
CERTIFICATION

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, Nicole McArthur, 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 13th day of November 2017

Sharon McCredie
Notary Public



Berkshire Farm Center & Services for Youth

Name of submitting business

Nicole McArthur

Print name

Signature

CFO

Title

11 / 13 / 17
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 ROBERT A. KANDEL
Date of birth 06/18/1947
Home address 490 WEST END AVENUE - Apt. 12A
City/state/zip N.Y. N.Y. 10024
Business address 1501 BROADWAY, SUITE 2200
City/state/zip NY NY 10036
Telephone 212-301-6964
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 ____/____/____
Chairman of Board 01/19/2005 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 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 NA
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.) NO
- 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 of 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 ☒ 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, ROBERT A. KANDEL, 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 20 day of SEPT. 2017



Notary Public

YAN K. LAURENCY
Notary Public, State of New York
Qualified in Westchester County
No. 02LA6232770
My Commission Expires Dec. 13, 2018

BERKSHIRE FARM CENTER SERVICES FOR YOUTH
Name of submitting business

ROBERT A. KANDEL
Print name

Robert A. Kandel
Signature

Chairman of the Board
Title

09, 20, 2017
Date

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: 11/10/2017

1) Proposer's Legal Name: Berkshire Farm Center & Services for Youth

2) Address of Place of Business: 13640 State Route 22, Canaan NY 12029

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

3) Mailing Address (if different): SAME

Phone: (518) 781-4567

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 060529989

5) Federal I.D. Number: 14-1368125

6) The proposer is a (check one): Sole Proprietorship Partnership X
Corporation Other (Describe) (Non-profit corporation)

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 ☒ 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. Berkshire Union Free CSD - affiliate. Youth at Berkshire Residential Treatment Ctr attend the District's Jr/Sr High School located on the residential campus. The District will have no part in the performance of this contract.
- 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. _____
Please see attached
- 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 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 conflicts exist

(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 exist

(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 exist

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.
Berkshire has a formal Conflict of interest policy and a Risk Management Department to monitor potential conflicts. Should one arise, we will contact the County to be guided accordingly.

- 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; *See attached*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *N/A - not for profit*
- iii) Name, address and position of all officers and directors of the company; *See attached*
- iv) State of Incorporation (if applicable); *See attached*
- v) The number of employees in the firm; *See attached*
- vi) Annual revenue of firm; *See attached*
- vii) Summary of relevant accomplishments *See attached*
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. *130 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *Please see attached*

- 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 New York Administration for Children's Services

Contact Person Patricia Williams-Reeder, Assistant Commissioner

Address Division of Youth and Family Justice, 150 William Street

City/State New York, NY

Telephone 212-341-2650

Fax # cell: 347-415-7858

E-Mail Address patricia.williams-reeder@acs.nyc.gov

Company Dutchess County Department of Community and Family Services
Contact Person Debra Bonnerwith, Deputy Commissioner
Address 60 Market Street
City/State Poughkeepsie, NY
Telephone 845-486-3004
Fax # 845-496-3090
E-Mail Address debra.bonnerwith@dfa.state.ny.us

XX
Company Schenectady County Department of Social Services

Contact Person Paul Brady, Commissioner

Address 797 Broadway

City/State Schenectady NY

Telephone 518-388-4470

Fax # 518-388-4644

E-Mail Address paul.brady@dfa.state.ny.us

Business History Form

13.

On June 20 of 2016, the New York State Office of Children and Family Services (OCFS) placed the Residential Treatment Center (RTC) of Berkshire Farm Center and Services for Youth (Berkshire) on Critical Incident Reporting Status based on OCFS's monitoring of Berkshire. This status was not placed on other Berkshire programs such as Foster Care, Prevention or Group Homes. Additionally it was not due to one particular incident but was based on OCFS's concerns relating to the quality of staffing, provision of clinical and therapeutic services, recreational and age appropriate activities, and physical cleanliness and physical plant issues. Critical Incident Reporting status entailed weekly unannounced site visits, weekly meetings with OCFS, and all incidents and their documentation were submitted to OCFS.

On 9/5/16, while Berkshire was still on Critical Incident Reporting Status, there was an incident at the RTC where a youth injured three youth and a staff member with a box cutter. Fortunately the injuries were relatively minor. On 9/8/16, OCFS closed the RTC's intake (no new youth could be admitted to the RTC) and the RTC remained on Critical Incident Reporting Status. OCFS conducted an investigation of the incident. OCFS finished the investigation and submitted their investigation to the Justice Center. The Justice Center has yet to issue a final determination; however Berkshire has responded to the concerns that were identified by OCFS in their investigation with a Corrective Action Plan. OCFS opened the RTC intake on a limited basis on 12/8/16 and then officially was opened without limitation on 2/8/17 but remained on Critical Incident Reporting Status.

Steps taken to improve quality of staffing, provision of clinical and therapeutic services, etc, which were designed to prevent similar incidents from reoccurring, were the following:

- The leadership of the Residential and Clinical programs was changed.
- A Risk Management Coordinator was assigned to provide full time quality assurance exclusively to the RTC program by independently monitoring and reporting on key areas of performance, such as documentation and physical plant issues.
- The RTC incident review committee meets weekly to review all incidents that occurred on campus.
- All Youth Care Counselors attended 6 weeks of enhanced weekly trainings provided by the training department.
- A Recreation staff member was hired to schedule and organize recreational activities and to provide therapeutic recreation programs.
- Therapeutic Support Specialists were based in the cottages to assist staff in identifying and preventatively responding to potential crisis situations.
- Cottage supervisors now conduct random camera reviews and in-person spot checks on direct care staff and process that information with staff in supervision meetings.
- Maintenance staff conduct daily walk-throughs of each living unit on campus to check for any maintenance or physical plant issues.
- The Positive Behavior Intervention and Supports (PBIS) system was implemented. Youth earn points throughout the day in school or in the cottage and those points are used to earn privileges.

- Clinicians now meet weekly with the cottage supervisor and attend the weekly cottage staff meeting to speak toward clinical issues affecting the youth. Additionally, Clinicians read and make regular entries into the cottage log to enhance communication.
- Clinicians receive weekly group supervision, in addition to their regular individual supervision, with the Chief Clinical Officer.
- Weekly Power Source and independent living groups are conducted with youth. Power Source is a model that teaches self-regulation skills to youth.

On 4/7/17, Berkshire's status changed from Critical Incident Review status to Heightened Supervision status. Instead of meeting weekly with OCFS and having weekly unannounced site visits we now have a monthly meeting with OCFS and a monthly unannounced site visit.



BERKSHIRE

FARM CENTER & SERVICES FOR YOUTH

13640 State Route 22
Canaan, NY 12029
(518) 781-4567

www.berkshirefarm.org

Jim Dennis
*President and
Chief Executive Officer*

A. Agency Resume

- (i) Date of Formation: 01/01/1886
- (ii) Not-for-profit corporation – no one has a financial interest in the Agency
- (iii) Officers and Directors –
 - a. Board of Directors - attached
 - b. Officers: James Dennis CEO
24 Crawford Drive, Ballston Spa, NY 12029

Nicole McArthur CFO
71 Knollwood Drive, Valatie, NY 12184

Business address of both officers is same as Agency address

- (iv) State of incorporation – New York State
- (v) Number of employees – approximately 600
- (vi) Annual revenue – \$42 million
- (vii) Summary of relevant accomplishments – attached
- (viii) Copies of all state and local licenses and permit - attached

Changing Lives, Creating Futures!
Founded in 1886



a member of



Council of Family Child-Caring Agencies

a member of



a member of



Business History Form

A. Detailed Description of Professional Qualifications, Demonstrated Extensive Experience

Berkshire Farm Center and Services for Youth has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 50 years in communities across New York State. Berkshire's mission is: *"to strengthen children and families so they can live safely, independently, and productively within their home communities."* The agency is driven by its core values: *passion, excellence, innovation, community, self-care, and impact*. Berkshire reaches more than 5,000 children and families throughout New York State annually with community-based prevention, foster care, group home and residential services. The Agency has more than a dozen regional offices around the state, as well as six group homes, two non-secure detention facilities, and hundreds of foster homes. Berkshire is licensed by the New York State Office of Children and Family Services and the New York State Office of Alcoholism and Substance Abuse Services. Berkshire is accredited by the Council on Accreditation, and Berkshire Union Free School District is certified by the New York State Department of Education as a public high school.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a comprehensive system of care that includes home, school and community based prevention programs, respite services, therapeutic and treatment foster care and adoption services, group homes, secure and non-secure detention, and the residential treatment center. Berkshire's innovative programs provide children and families the opportunity to learn how to lead healthy, productive lives together. Programming is trauma-informed, strength-based, family focused, culturally sensitive, and children and families are active participants and partners at all levels of services.

Date of Formation: January 1, 1886

Name, addresses, and position of all persons having a financial interest in the company:
Berkshire is a not-for-profit corporation. No one has a financial interest in the Agency

Name, address and position of all officers and directors of the company

- a. Board of Directors – please see attached
- b. Chief Executive Officer: Jim Dennis
24 Crawford Drive, Ballston Lake, NY 12019
- c. Chief Financial Officer: Nicole McArthur
71 Knollwood Drive, Valatie, NY 12184

Business address of each officer is same as Agency address

State of Incorporation: New York State

Number of Employees: approximately 600

Annual Revenue: \$42 million

Summary of relevant accomplishments

Berkshire has been providing community-based Prevention programming in New York State for over four decades. In that time and in response to local needs, the agency has honed its skills and developed flexible, yet consistent program models to become a leader in community-based Prevention service provision to children and families. The agency has successfully been providing Prevention Services in counties around New York State for well over four decades. As a result of the success in helping children and families, 23 counties across New York, including Albany, Schenectady, Saratoga, Columbia, Montgomery, Nassau, Erie, Niagara and Orange, currently have contracts with Berkshire specifically for Prevention Services. Below are recent statistics compiled from program annual reports to local Departments of Social Services that demonstrate the extent of that success:

- 100 percent of children and families had access to agency staff twenty-four hours a day, seven days a week.
- 96 percent of children remained safely in their homes, avoiding placement.
- 93 percent of parents increased their involvement in school and community-based activities and services.
- 90 percent of children improved their attendance and/or reduced their tardiness in school
- 98 percent avoided the filing of a PINS petition during the program year.

Copies of all state and local licenses and permits: please see attached

B. Number of Years in Business: 130 years

C. Any other information to determine Berkshire's capacity and reliability to perform services

All of Berkshire's programs are founded on best practice principles: trauma-informed, client centered, family focused programs; cultural competency; focus on safety, permanency and well-being; linkages to community supports; working knowledge of theory and practice in child welfare, juvenile justice, children's mental health; and strategies that promote positive youth development. With this foundation, Berkshire has been extremely successful in keeping children safely in their homes, improving family functioning and averting out-of-home placement,

Berkshire is resource-rich; in addition to program expertise, it has high performing departments that support the agency to maximize program effectiveness, ensure cost efficiency for all stakeholders, and ensure programs meet and exceed standards, laws and regulations at all times. IT ensures that staff has the technological tools needed to effectively and efficiently do their job, HR assists with all personnel related matters, Finance oversees all fiscal related matters, and PQI facilitates continuous quality improvement efforts to ensure optimal performance and customer satisfaction.

Berkshire operates programs through contracts with State and County agencies and through grant awards by local, State and federal funders. Berkshire complies fully with relevant laws, rules and regulations and all employees maintain appropriate qualifications and licensing to assume their job responsibilities.

CERTIFICATION

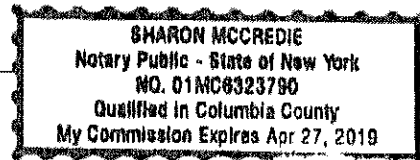
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Nicole McArthur, 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 13th day of November

2017

Sharon McCredie
Notary Public



Name of submitting business: Berkshire Farm Center & Services for Youth

By: Nicole McArthur

Print name

[Signature]
Signature

CFO

Title

11 / 13 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Berkshire Farm Center + services for youth

Address: 13640 State Route 22, Canaan, ny 12029

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: 1000013733

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp 501(c)3 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):

See 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.

NONE

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.

Berkshire Union Free School District

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: 8/8/17

Signed: 

Print Name: Jim Dennis

Title: President + CEO



BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

OFFICERS & BOARD OF DIRECTORS

BOARD CHAIRMAN

Mr. Robert A. Kandel
Of Counsel
Goldberg Weprin Finkel &
Goldstein LLP
1501 Broadway, 22nd Floor
New York, NY 10036
Work 212-301-6964
Cell 914-536-0072
Home 212-580-1327
rkandel@gwfglaw.com

CHAIRMAN EMERITUS

Mr. Charles H. Mott
Managing Director
John W. Bristol & Co.
48 Wall Street 18th Floor
New York, NY 10005-2937
Work main 212-389-5880
Direct line 212-389-5890
chm@jwbristol.com

Assistant (Hedy) 212-389-5886
Fax 212-389-5885
hym@jwbristol.com

DIRECTORS

Mr. Conor Boyd
Managing Partner
Thoroughbred Advisors
1042 State Rt. 9
Queensbury, NY 12804
Direct Line 518-312-3432
Office 518-480-3119
Assistant: Caroline Dibella
Personal Email
conor_boyd@hotmail.com

Mr. Thomas Luzzi
20 Elm Street
Chatham, NY 12037
Home 518-392-3503
Cell 518-424-9398
tiluzzi@aol.com

Mr. James Matison
574 West End Avenue #7A4
New York, NY 10024
Home 310-430-1506
Work 718-623-9803 X112
jmatison@aol.com

Ms. Betty Newman
President
The Holding Company
15 East 40th Street, Suite 711
New York, NY 10016
Office 212-532-0385
Fax 212-532-1793
holdco@rcn.com

Ms. Karen Parker
1322 Cold Spring Road
Williamstown, MA 01267
Home 413-458-3815
Cell 413-588-4206
karenparker1322@gmail.com

Mr. Eric Twombly
194 Third Ave.
Milford, CT 06460
Home 203-878-5769
Cell 203-915-5941
Work Cell 203-915-5941
etwombly@optonline.net

DIRECTORS EMERITUS

Ms. Katharine McQuarrie (2012)
1641 Third Ave. #5 A
NY, NY 10128
kmcq39@gmail.com
212 369-1903
203 758-9274 (country)

Mr. Douglas M. Loudon (2013)
PO Box 378
Meriden, NH 03770
Work 603-298-7370
OVERNIGHT MAIL
24 Airport Road
West Lebanon, NH 03784
Home 603-469-3599
dloudon@loudoninv.com

Ms. Denise Clayton (2015)
Brighten Gardens
Friendship Heights
5555 Friendship Blvd., Apt. 435
Chevy Chase, MD 20815
Cell: 518 441-8753
dcc322@gmail.com

Revised 6/23/17

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. IV

This AMENDMENT, dated as of January 1, 2018, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016 as amended by the amendment executed on behalf of the County on February 13, 2018 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2017 with an option to renew under the same terms and conditions for one (1) additional one (1) year period remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Four Hundred Forty- Eight Thousand Eight Hundred Sixty-Six Dollars and 33/100 (\$2,448,866.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy- One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all

services provided under the Amended Agreement shall be Three Million Twenty Thousand Sixteen Dollars and 33/100 (\$3,020,016.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. 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 remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH



By: _____

Name: James Dennis

Title: President/CEO

Date: November 10, 2017

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 ____ day of _____ in the year 201__ 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

STATE OF New York)

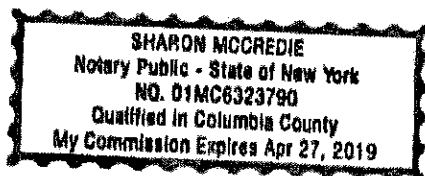
SS.:

COUNTY OF Columbia)

On the 10th day of November in the year 2017 before me personally came James Dennis _____ to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ ^{conducts business} resides in the County of Columbia; that he or she is the President & CEO of Berkshire Farm Ctr & Svcs for Youth, 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 McCredie



AMENDED Exhibit B
January 1, 2018 to December 31, 2018



**Nassau County Human Services
Universal Budget Form**

Contract # _____
Contract Name: Berkshire Farm Center & Services for Youth
Program Name: Nassau Family Connections 2018

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$331,482
1b	Fringe	\$112,704
1 Total	Personnel (Salary plus Fringe)	\$444,186
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$17,500
4	Equipment	\$1,800
5	Supplies	\$1,200
6	Contractual Services	\$0
7	Rent/Utilities	\$25,000
8	Department Specific Costs	\$2,300
9	Other Costs	\$17,969
10	Administrative Overhead	\$61,195
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Quality Management, Research & Planning
Department of Social Services

Date: February 22, 2018

Subject: Berkshire Farm Center & Services for Youth
Preventive Services Renewal 2018

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 6, 2017, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
137743





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

November 6, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Berkshire Farm Center & Services for Youth
Preventive Services Renewal 2018

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, reading "Michael A. Kanowitz". The signature is stylized with a large, sweeping "M" and a long, horizontal stroke at the end.

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Fusco, Director-Office of Labor Relations
Jerry Lariechuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURES
13792
136179

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 87, Section 87.510, 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 or 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.

Nicole McArthur, CFO

11/2017

Name and Title of Authorized Representative

m/d/yy


Signature

11/13/17
Date

Berkshire Farm Center & Services for Youth

Name of Organization

13640 Route 22, Canaan, NY 12029

Address of Organization



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Service Provided: PREVENTIVE

Evaluation Period: From: January 1, 2017 To: October 31, 2017

Evaluator's Name, Title, Phone #: THERESA MCGUINNESS

Date: 10/24/17

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness			✓		
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

We have had reduced cases to assign to
Family Connections

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Director of Procurement Compliance

From: Paul F. Broderick *PFB*
Deputy Commissioner, Department of Social Services (DCCO)

Date: February 21, 2018

Subject: Berkshire Farm Center & Services for Youth (CLSS18000034)
(Preventive Services)

Let this memo serve to confirm that DSS has previously made you aware of the fact that the above referred to contract CQSS13000013 (CLSS18000034) is being submitted after the starting date of the services.

The 2018 contract document was originally submitted to the vendor in and around October 2017 following the submission of a proposed Line Item Budget and review of the same by DSS Accounting and Administration.

The 2017 renewal however was still being processed at that time due to, inter alia, delays caused by confusion on the part of the vendor resulting from personnel changes.

As a result of the delay, the date of execution of the 2017 renewal could not be placed into the 2018 document.

DSS was advised that the 2017 contract renewal was fully certified on February 20, 2018 and that it had been executed on behalf of Nassau County on February 13, 2018.

The appropriate revision was made to the 2018 renewal and approved by the vendor as of February 21, 2018.

The package was reviewed and a few matters required correction before submission.

The services being provided are mandated preventive services to children and concern children who are at imminent risk of foster care placement.

137723





E-161-13
SERVICE Preventive Services

Contract Details

NIFS ID #: CQSS13000013NIFS Entry Date: 06/28/13 Term: from 09/01/13 to 12/31/14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name <u>Berkshire Farm Center & Services for Youth</u>	Vendor ID# <u>141368125 -02</u>
Address <u>13640 Route 22, South Canaan, NY 12029</u>	Contact Person <u>Timothy Giacchetta</u> Email: <u>tgiacchetta@berkshirefarm.org</u>
	Phone <u>518 781-4567</u> Fax: <u>631-420-4460</u>

County Department
Department Contact <u>Virginia Webb</u>
Address <u>60 Charles Lindbergh Blvd</u>
Phone <u>516 227-7452</u>

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<u>7/8/13</u>	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>7/15/13</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>7/15/13</u>	<i>[Signature]</i>	
<u>7/15/13</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	<u>7/16/13</u>	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	<u>8/6/13</u>	<i>[Signature]</i>	<u>8/15/13</u>
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>7/22/13</u>	<i>[Signature]</i>	



Contract Summary

Description Preventive Services

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 46,663.08
Federal	\$ 55,995.70
State	\$ 83,993.55
Capital	\$
Other	\$
TOTAL	\$ 186,652.33

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT714 / SSGEN7600	\$ 186,652.33
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 186,652.33

Document Prepared By: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: _____ Date: <u>7/22/13</u> (For Office Use Only)	
Name: <u>Michael J. Cohen</u> Date: <u>8/29/2013</u>		Name: <u>Steven J. Schriber</u> Date: <u>8/29/13</u>		E #: _____	

RULES RESOLUTION NO. 235 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL
SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with
Berkshire Farm Center & Services for Youth to accept referrals of children and families
for preventive services in conformity with the "The Family Connections Program", 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 agreement with Berkshire Farm
Center & Services for Youth

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL
SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated a personal services agreement with
Berkshire Farm Center & Services for Youth to accept referrals of children and families
for preventive services in conformity with the “ The Family Connections Program”, 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 agreement with Berkshire Farm
Center & Services for Youth

THIS AGREEMENT, dated as of 2/25/13 2013, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 13640 RTE 22, Canaan, New York 12029 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, 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;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.
2. Services. (a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide preventive services in support of the Nassau County Department of Social Services Children's Services Division (the "Services").

(b) The Department shall at its discretion refer children and families for preventative services to the Contractor in conformity with "The Family Connections Program," which is described in detail in "Appendix A, Scope of Work."

(c) Families referred to the Contractor for Services are those which are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Intensive services shall be furnished to those families which are willing to commit to addressing the issues that are placing their children at "imminent risk" of out-of-home placement or issues that are preventing their children from returning to their care. "Imminent risk" is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

(d) The Contractor is obligated to meet and perform the Services of the program, which are described in detail in Appendix A and which include, but are not limited to:
 1. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

2. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
3. Engaging families quickly to enable them to accept the services offered.
4. Direct treatment including school, home, and community-based interventions.
5. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
6. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
7. Increasing the ability of families to use the array of community resources available in Nassau County.
8. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
9. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, Department caseworkers, etc.
10. Intensive services consisting of small caseloads of up to three families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
11. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
12. Family Specialist will work flexible hours to accommodate family schedules.
13. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
14. A Program Coordinator who is exclusively dedicated to the administration of this Agreement.
15. Aftercare services will be provided to each family for an additional thirty (30) days after discharge.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(f) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors, and supervisors.

(g) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(h) The Contractor shall submit to the Department the following Program Evaluation: Follow-up studies of families who were served will be done after twelve (12) months. The Contractor agrees to comply with the evaluation guidelines to be provided by the New York State Office of Children & Family Services and to cooperate with the Department in the evaluation.

(i) Performance Standards. The Contractor shall comply with the following performance standards by ensuring that:

- (1) Eighty percent (80%) of the families receiving preventive services will remain intact.
- (2) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
- (3) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
- (4) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within twenty-four (24) hours of referral from the Department
- (5) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(j) Reporting. (1) The Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
- ii) total number of youth placed in foster care;
- iii) total number of families remaining intact;
- iv) total number out of home placements;
- v) total number of families assessed to have deficits in parenting skills;
- vi) total number of families who received training in parenting skills;
- vii) total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
- viii) other statistical information requested by the Department which is relevant to the program's status and success.

(k) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(l) Contractor will develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Seven Hundred Forty Six Thousand Six Hundred Nine and 33/100 Dollars (\$746,609.33) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 One Hundred Eighty Six Thousand Six Hundred Fifty Two and 33/100 Dollars (\$186,652.33), subsequent encumbrance for Year 2014 to be encumbered at future date to be determined by the Department Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven and 00/100 Dollars (\$559,957.00). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor 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) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor 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 by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined in Section 4 below (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") Exhibit "B" attached to this Agreement. "Exhibit B" Line-Item Budget annexed hereto, may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: Living Adjustments. The lump sum cost of living adjustments for Foster Care and Preventive Services Agencies offered by the New York State Office of Children and Family Services pursuant to 00- OCFS LCM-30 will be distributed in accordance with said directive subject to continued funding, future modification and/or revocation.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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 governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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 Contractor agrees as follows:

- (i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto 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. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client Information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The

Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor 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 for 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 Contractor'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 the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor

shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) 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.

10 Assignment; Amendment; Waiver; Subcontracting. (a) 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 or other disposal 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor delivering to the Commissioner 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 Contractor 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 Contractor'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) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor 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 Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records. The Contractor 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 Contractor 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" and Circular A-133 "Exhibit B" annexed hereto. Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (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.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) 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 Contractor 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 Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

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 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability. (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 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.

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. 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 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

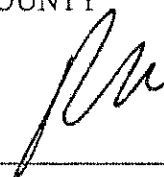
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Timothy Giacchetta
Title: CEO
Date: 6/25/13

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Chief Deputy County Executive
Title: County Executive

☐ Deputy County Executive

Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

112286

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of September in the year 2013 before me personally came Richard R. Walter 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.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0253028
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)

Columbia)ss.:

COUNTY OF NASSAU)

On the 26th day of June in the year 2013 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Columbia; that he or she is the CEO of Berkshire Farm Center 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

Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Appendix A
SCOPE OF WORK
Program Description and Staffing

Berkshire Farm Center and Services for Youth
The Family Connections Program
An Evidenced Informed Intensive Preventive Service

a. Service Summary

The Family Connections Program is a trauma informed, intensive home, community and school based program designed to address Nassau County's need for Preventive services for youth and families at imminent risk of out-of-home placement. Family Connections provides an array of services to help strengthen family functioning so youth can remain safely in their homes and communities. The target population for the Family Connections Program is children and families identified by the Nassau Department of Social Service who are involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Services include intake and comprehensive assessments, crisis intervention, individual and family counseling, linkages to community resources, and instruction/assistance in interpersonal, parenting, problem solving and decision making skills. These services are provided by Family Specialists who work with a maximum of four families at a time. This level of intensity allows staff to meet with families multiple times each week, often during non-business hours to accommodate work and school schedules, to ensure that services address the strengths and needs of each family member and to be available to respond to families when they need assistance 24 hours a day, seven days a week.

The goals of the Family Connections Program are to avoid the need for children to be placed out of the home or to facilitate reunification of children and families as children return home from foster care. Outcomes for the program include rapid engagement of and service delivery to families, reduction in the number of children needing to be removed from their homes to enter out-of-home placement, and an improvement in parenting skills.

Berkshire Farm Center and Services for Youth (Berkshire) has been providing Family Connections to the children and families of Nassau County for two decades. In that time, Berkshire and Nassau County have developed a strong, effective partnership, tailoring the program to address the specific needs of the County and its children and families. As a result, the program has become a vital and prominent resource for youth and families in need of prevention services. Because of the success of Family Connections, hundreds of children have averted the need for out-of-home placement, and families have developed the skills to live and thrive as independent and productive members of their communities throughout the County.

b. Proposed Service

Program Overview

The Family Connections Program, a trauma-informed, intensive home, community and school based program, is based on the Homebuilders Model of service delivery, which was developed by the Behavioral Sciences Institute of Tacoma, Washington in 1974. This model formed the basis for family preservation programs in many states. Homebuilders' primary goal is to avoid the unnecessary placement of children outside of their homes; since its inception, it has been evaluated both formally and informally and has shown repeated positive outcomes for placement prevention and child and family functioning. The program is designed to diffuse the immediate crisis and teach family members the skills they need to live together safely. This is the foundation for Family Connections.

The Family Connections Program is built on the promotion and support of frequent and positive parent-child interactions. Based on Berkshire's years of experience providing this service, the agency has determined that the most effective strategy is to provide frequent, multiple face-to-face home visits weekly and unlimited collateral contacts for each family. The focus of these contacts is to foster the parent-child relationship in order to avoid out-of-home placement or to stabilize the family upon a child's return from foster care. Family Connections is centered on finding the strengths of each child and family member from which to build the foundation for enhanced growth and development of positive family interactions, thus avoiding out-of-home placements.

The primary consideration of the program is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the *end state* for Family Connections is:

- Families will learn to prevent crises and to handle crises that do occur in a productive and safe manner, so that youth at imminent risk of placement can remain in their homes.
- Families and youth in crisis will be supported and be taught problems resolutions that encourage family unity.
- Parents/caregivers will learn skills to better parent and support their youth.
- Families will demonstrate the ability to advocate for their own basic needs and identify the array of community services available to them.

Family Connections is a short-term program. However, due to the nature and extent of problems being experienced by families served by the program, some families may need ongoing services to continue and reinforce the changes begun while in the Family Connections Program. Once the families are stabilized, program staff will link the family with appropriate community resources. It is expected that the trusting relationship established with the Family Specialists will enable families to build positive relationships with other service providers in the community, enabling them to use and benefit from community-based services while preventing the need for more costly out-of-home placement.

The Family Connections Program is founded on best practice principles:

- *Individualized, strength based, client centered family focused program design:* Family Connections is designed to empower youth and families in the program and in their lives, and families are considered 'partners' in all aspects of service delivery.
- *Cultural competence:* Berkshire is committed to ensuring cultural competence, and has developed programs to be culturally sensitive to the needs of youth, families and their communities.
- *Focus on safety, permanency planning and well-being:* All services provided by Family Specialists are designed to ensure safety and stable, permanent home environments for youth and families.
- *Specific strategies to work with persons experiencing issues related to child welfare, juvenile justice, mental health and/or substance abuse:* Throughout Berkshire's long and distinguished history of working with the population served by Family Connections to assist them with challenges that span a wide array of systems, programming has been developed and refined to address the complex and often multi-system needs of this population and their families.
- *Strategies that are trauma informed:* Berkshire has implemented the Sanctuary Model®, a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Sanctuary's objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. It promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large. This model is being infused into all programming agency wide.
- *Strategies that promote positive youth development:* The Family Connections Program, either directly or through linkages to community based resources, provides opportunities for youth to enhance their interests, skills, and abilities to help them succeed at home, in school and in the community. These opportunities help pave the way for youth to make the transition to adulthood as productive and healthy members of their community.
- *Linkages to natural community supports:* One of the cornerstones of the Family Connections Program is to facilitate the linking of youth and families to supports in their community that they can access once their participation in the program ends. The goal of this is to promote independent, appropriate family functioning that will avert the need for out-of-home placement.
- *Working knowledge of theory and practice in child welfare, juvenile justice, children's mental health, youth services, and compliance with all rules and regulations:* Berkshire has a strong, experienced staff that has considerable expertise in the areas of child welfare, juvenile justice, mental health and youth services. Furthermore, Berkshire has developed strong relationships with local departments of social services, probation, mental health and youth services, and is a state leader in providing preventive programming. Because of Berkshire's statewide network of programming and extensive experience, Family Connections staff will have full access to this wealth of knowledge and expertise.

All Berkshire Farm programs operate in compliance with local, State and Federal rules and regulations.

Target Population: The target population for the Family Connections Program will be identified by the Nassau County Department of Social Services (NCDSS) as children and families being involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. The program is intended to provide intensive services to those families that are willing to commit to addressing the issues that are placing their children at imminent risk of out-of-home placement or issues that are preventing their children from returning to their care. Imminent risk is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

The Family Connections Program, as with all Berkshire Prevention programs, operates from its No Reject Policy. Every child and family will be given the opportunity to voluntarily receive services that will enable the youth to remain safely and successfully in their homes and communities.

Scope of Services

The Family Connections Program is an intensive, short-term, crisis response program that emphasizes the development of resiliency and skills that help children and their families or caregivers live safely, independently and productively within their homes and communities. The program has the following services and characteristics in order to achieve the outcome of preventing children from entering the foster care system or helping them reunify with families safely and successfully in a timely fashion:

- **Referrals:** Referrals will be accepted from the Nassau County Department of Social Services during business hours, Monday through Friday. The referrals will be responded to within 24 business hours by the Family Specialist, who will rapidly engage the family and explain the program, conduct an assessment, and determine the family's interest in and/or appropriateness for participation in the program. Over the last 30 years in Nassau County, at least 90% of referrals received by Berkshire's current Family Connections Program have been responded to the same day as receiving the referral for intake and assessment in recognition of the importance of rapid engagement for this high-need, high-risk population.
- **Crisis Intervention:** Family Specialists will respond to families immediately during times of crisis, no matter the day or time, and the Program Coordinator will be available for assistance and support. Each Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn to use skills that will help them avoid crises, or respond more appropriately, in the future.

After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities, including household chores, family discussion, communication exercises, problem solving, and activities using community resources. The

ultimate goal is to empower the family to live safely, avoid or minimize risk and/or crisis situations, and function effectively and independently.

- **Case Load Size:** Family Connections' Family Specialists will serve up to 4 youth and their families daily, with multiple home visits weekly as well as unlimited collateral contacts to coordinate services. While working with these youth and their families, the Family Specialists will also provide services to other youth within the family in an effort to avoid any or all youth from being removed from the home; therefore, the program serves the entire family and does not specifically target one youth. The Family Connections Program will provide services to a minimum of 96 families during the program year.
- **Length of Service:** The family will generally receive intensive services for 6 weeks with an option to extend up to 8 weeks. The short term, intensive nature of the Family Connections Program is significant, not only because it has proven to be highly effective, but also because it keeps the staff and family energized and motivated, helps families stay focused on immediate and specific goals to resolve the presenting crisis, and enables staff to teach whatever skills are needed to enable the family to live safely without intensive outside intervention.
- **Hours of Service:** Each Family Specialist works a flexible schedule to be available to respond to referrals and to accommodate all families' schedules and time constraints. This will include early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, which entails each Family Specialist being on-call for their individual caseload. The Program Coordinator is also available for assistance and supervision regardless of day or time. Each family will have cell phone numbers to contact either the Family Specialist or Coordinator in the event of a crisis situation.
- **Aftercare Services:** Families will be offered 30 days of aftercare at the County's request, *at no cost to the county*, consisting of one contact per week to ensure families are following through with community linkages and to provide support and assistance as needed.
- **Rapid Family Engagement:** The Family Connections Program utilizes a combination of models of treatment to rapidly engage the youth and families. Each Family Specialist will work intensively with youth and families by embracing Berkshire's "do whatever it takes" philosophy. Historically, this means utilizing basic counseling skills that are internalized within each Family Specialist. The strategies involved in rapid engagement involve a worker that displays empathy, understanding and foremost a non-judgmental attitude. This demeanor is a necessary condition for the family to respond to services and treatment.

Functionally, this translates into unlimited phone contacts, face-to-face contacts, immediate crisis response, transportation, and any/all needed interventions with youth and families as well as aftercare services. Specifically, Family Connections staff will go out to the home the same day of receiving the referral. While meeting with the youth and family, the Family Specialist will explain the scope of the program and have all necessary program releases signed. Prior to ending the first visit, the next return visit will be scheduled and all

emergency numbers will be given to the family (i.e. Family Specialist and Program Coordinator contact information).

- **Family Assessment:** Once the family has completed the Service Agreement, Initial Intake and Safety Assessment, the Family Specialist will begin the full assessment process. This process is strength based and family focused, and serves as the basis for the development and implementation of treatment plans for each family. The assessment process will be completed within the first seven (7) to 30 days of services, and includes:
 - *Berkshire Home Safety Assessment:* is a comprehensive assessment completed at the initial visit which identifies safety/risk factors and develops a plan to address them immediately. This is completed by the Family Specialist with youth and families within 24 hours of intake, at 30 days and again at discharge.
 - *Basic Needs Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to document how the family is meeting the youth's basic needs, and helps guide planning to meet unmet needs. Areas covered include safety and risk factors, food, housing, clothing, medical/dental, educational and day care if needed.
 - *Berkshire Assessment:* to be completed within the first seven days of service to assess and identify areas of need to determine subsequent short and long term intervention strategies. Areas covered include: prior trauma, legal/law enforcement, medical, mental health/psychiatric, family, school, behavioral issues including aggression and/or domestic violence, and substance abuse.
 - *Parenting Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to assess parenting communication and skills, to develop a plan to address needs or challenges identified in the assessment, to assess progress made during program participation, and to identify areas where further support and/or instruction will benefit family functioning.
 - *Psychosocial Assessment of the Youth and Family:* completed by the Family Specialist within 30 days of intake. This assessment collects information regarding the family's perception of the problem(s), family strengths and needs, and a diagnostic assessment of the youth and family's level of functioning.
 - *Ansell Casey Life Skills Assessment:* conducted with youth ages 14-21 to identify strengths and needs in preparing them to make the transition to the community and adulthood. Topics covered in the assessment include career planning, communication, work and study skills, daily living, housing & money management, home life, self-care, and social relationships. All of the needs revealed through the assessment will be incorporated into the treatment plan for direct and/or referred services.
 - *Please see attached assessments*
- **Treatment Planning Process:** The comprehensive assessment and treatment provided by the program is multi-systemic and strength-based, focused on targeting the skills and behaviors necessary for youth to develop positive decision making skills and social

connections and for parents to learn skills to improve family functioning and maintain safe households. An Initial Safety Treatment Plan is developed through a collaborative effort with the youth, family, Family Specialist, community service providers, school personnel, and the Department. The plan enumerates youth and family issues, establishes goals and outcomes to achieve them, itemizes tasks or activities to be completed by each team member, and identifies strengths and resources of the youth and family to be utilized to achieve success.

On at least a weekly basis, the Family Specialist evaluates the progress made and continuing needs with the family. Barriers to achieving outcomes and relevancy of goals are also evaluated. This immediate, ongoing and intensive response to their needs is very effective in engaging the participation of the families. From this base of trust built, the program is then able to move on to the broader set of challenges facing the families.

Thirty days after opening, the Initial Conference Safety Meeting with NCDSS and Berkshire Staff takes place. The Initial Conference Safety Summary is reviewed and the case is discussed for progress, barriers, current functioning and needs, and length of service. Depending on the determination of length of service, at six or eight weeks, the Final Conference Safety Meeting is conducted with NCDSS, Berkshire Staff and transferring agency if additional General Preventive Services are warranted. The Final Conference Safety Summary is reviewed and discussed for progress, barriers and recommended additional services. *Please see attached Initial Treatment Safety Plan, Weekly and Final Goal Review Sheet, and Initial and Final Conference Safety Summary,*

- **Therapeutic/Clinical Services:** The Family Specialist will do "whatever it takes" to address home, community and school related issues that are impacting functionality. This translates into strategies that are individualized and flexible based on the needs of each family; these are solution focused and address interpersonal (individual) and/or systemic (family, peers, school, community) factors. Interventions can occur in a number of different domains depending on the needs of the family (family, peer, school, community) and draw from a number of treatment strategies that include but are not limited to cognitive behavioral, crisis intervention, parent training and family skills building (e.g., advocacy, developing and maintaining community support), group counseling and support groups. Through the treatment process, barriers (such as poor parenting skills, mental health issues, fear of the school environment, peer pressure) that are causing issues for the family are identified, addressed, and resolved, directly or through community linkages, prior to discharge from the program. In the event additional, appropriate clinical services are deemed necessary, Berkshire staff will work closely with NCDSS to refer.

The Family Specialist will provide services that are individualized, family and community centered, flexible, culturally competent, cost-effective, and provided within established time frames. The Family Specialist will work closely with NCDSS to assure that services are being delivered and performance targets are being met.

- **Family Team Meetings:** Family Team Meetings are a family-led decision-making process that brings together individuals concerned with the safety, permanency and well-being of the children to make the best possible plans and decisions. These meeting will take place determined on the family's individual needs.

- **Counseling:** Since the goal of the program is to help youth and families live successfully and safely in their homes and communities, a major element of the program will be the provision of individual and family counseling. Counseling will focus on helping youth and families address the issues that led to crisis at home, school and/or the community, and more importantly, on helping participants develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.
- **Case Documentation:** Each Family Specialist will provide all the necessary case documentation, utilizing the New York State's Connections System as well as all required NCDSS documentation and Berkshire's clinical case management paperwork. All Berkshire services are currently standardized upon a comprehensive case management policy. This comprehensive case management policy has been updated to reflect the changes required with Connections and adheres to all Administrative Directives published by the New York State Office of Children and Family Services, as well as best practice standards set by The Council of Accreditation (COA). Berkshire's Information Technology Department ensures that all programs and program staff are able to fully utilize all electronic data systems. Progress notes will be entered within five business days of event and within two days of opening in Connections.
- **Interpreter Services:** Because family participation is so critical to goal development and treatment planning, ensuring their ability to communicate effectively during all meetings and contacts is essential. Each Family Specialist will provide assistance to parents and families in communicating with all service providers regarding issues or concerns that would affect the family's stability within the community. This will include providing interpreter services that will encompass vision or hearing impairments, as well as linguistic challenges, that interfere with communication. Since at least two program staff will be Spanish-speaking, most linguistic needs will be addressed internally, and Family Specialists will work with families to access interpreters for other language needs. Berkshire's Long Island programs, including the VISION Program, utilize the services of Sally J. Maldonado, American Sign Language Interpreter, PO Box 146, Huntington Station, NY 11746, 631-312-7245.
- **Stand-By Guardian:** Each Family Specialist will work with a family to identify an agreeable stand-by guardian for each youth in the family in case of a family crisis or emergency or in the event a family needs a "break" from one another to effectively work on treatment plans.
- **Respite Services:** The Family Connections Program will work closely with NCDSS to evaluate the need for respite on an as needed basis. In addition to situations where a family needs a "break" from one another, respite may also be used when parents do not have child care, or in cases where children are at imminent risk of placement in order to ensure their safety while that issue is addressed and resolved. Berkshire has certified foster homes that can be utilized for respite services and Family Connections staff will help coordinate those services. The Respite Rate is not included in the budget.

- **Referral Services/Community Linkages:** The Family Specialists will ensure that all family members are linked to needed services and resources based on needs identified through the intake and assessment process, or during ongoing participation in the program. The Family Specialist will facilitate linkages to the appropriate community based service provider and provide/arrange for transportation as needed. Berkshire has established working relationships with and will reach out to the following:
 - Mental Health Services
 - Freeport Pride
 - Hispanic Counseling Services
 - Central Nassau Guidance and Counseling Services
 - Peninsula Counseling Center
 - Substance Abuse Services
 - Tempo
 - Family Recovery Center Alcoholism Outpatient Clinic
 - Alcoholics Anonymous, Narcotics Anonymous
 - Al-Anon/Alateen
 - Domestic Violence Services
 - Nassau County Coalition Against Domestic Violence
 - Coalition Against Child Abuse and Neglect
 - Educational and Vocational Services
 - BOCES
 - Long Island Advocacy Center
 - Long Island Beauty School
 - EOC
 - Food Assistance
 - Catholic Charities
 - Nutrition Network
 - Meals on Wheels
 - Pantry on Wheels
 - Health Services
 - Long Island Association for AIDS Care
 - Nassau County Department of Health
 - S.N.A.P. Long Island
 - Housing Assistance
 - Family and Children's Services
 - Long Island Fair Housing
- **Identification of Community Based Resources:** In addition to identified needed support services, Family Specialists will help youth and families identify recreational and leisure activities, facilities and groups to access during and after program services end. This is of particular importance in order to connect youth with positive activities during non-school and work hours, so unsupervised time is minimized. Family activities will also be explored and encouraged. Possible resources will include:
 - Big Brothers Big Sisters of Long Island

- Cornell Cooperative Extension of Nassau County
 - Boy Scouts/Girl Scouts
 - Art League of Long Island
 - Local libraries in each Community
 - Local Museums throughout the County
 - Performing Arts Groups throughout the County – music, dance and theater
 - Nassau County Parks
- **Transportation:** With Berkshire Prevention Programs, all transportation needs will be immediately addressed through the Family Specialist until formal services are put in place. This will include ensuring that youth get to school on time and that youth and families are present for all appointments, activities and Family Court appearances.
 - **Safety:** A primary consideration for Berkshire staff is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the Family Connections Program will help families learn to handle life stressors in certain domain areas in a productive and safe manner so that youth receive the instruction and support they need.
 - **Parenting Skills:** Family Specialists will provide support and education to parents to help them learn the skills necessary to keep their children safe in the home. This will happen during individual and family sessions, using age-appropriate skill-building, role playing and direct instruction.
 - **Parent Aide Services:** Depending on results of assessments, the Family Specialist will work with parents, assisting them with needed concrete instruction/support. Areas that parents may need assistance with may include: setting rules, rewards and consequences, appropriate discipline, infant care, potty training, transportation for shopping or laundry, developing morning and evening routines with children, and household organization.
 - **Social and Interpersonal Skills Building:** During individual sessions with the youth and family, each Family Specialist utilizes Albert Bandura's Social Learning Theory, which stresses the importance of observational learning. Using this theoretical framework, interpersonal and daily living skills are demonstrated consistently by the Family Specialist through role modeling and interacting whenever in contact with the family.
 - **Independent Skill Building:** For youth ages 14 and older, independent living skills programming will be available. Starting with the Ansell Casey Life Skills Assessment to determine areas of strengths and needs, individual and group instruction will be held to teach and rehearse skills as youth prepare for their futures at home and in the community. Needs identified in the Ansell Casey will also serve as a guide for linkages to community resources in areas such as vocational training and career planning.

- **Basic Skills Development:** Basic skills development will be taught and nurtured through advocacy, support, instruction, and other activities. Through these techniques, the Family Specialist will assist the parent(s) in developing crucial life skills such as age-appropriate parenting, meal planning and preparation, developing and adhering to budgets, learning to appropriately advocate for services (academic, medical, mental health, etc.) and navigating the social services system. Other skills include helping parents apply for and maintain long term benefits such as food stamps, SSI, subsidized child care, medical insurance assistance and subsidized housing, and identifying and visiting food pantries and thrift stores. As appropriate, families will be connected with community resources to ensure they are able to always meet basic needs. Food pantries, churches and thrift stores in each community will be utilized.
- **Problem Solving/Decision Making Activities:** During visits with families, Family Specialists will devote time to helping family members develop effective problem solving and decision-making skills in order to more effectively manage crises and problem situations in the future. This is an important aspect of services and will be a focal point of all home visits with both the youth and family members.
- **Educational Support and Advocacy:** When academic issues are identified in assessments or during discussions with school administrators and staff, appropriate goals and strategies to achieve them will become part of the treatment plan. Berkshire has a long history of reducing truancy and the risk of school failure, and the strategies developed through this experience will be used in Family Connections. The Family Specialist will also provide parents with assistance and support to advocate for their youth's needs, and provide youth with skills and services to succeed in school. Family Specialists will also help families identify appropriate after school programs that enhance performance and behavior and provide constructive use of leisure time.
- **Tutoring:** Tutoring services will be offered to each family member on an as needed basis. Possible resources will include local colleges such as the Hofstra and the State University of New York at Farmingdale. Any academic needs will be immediately addressed through the Family Specialist until formal services are put in place.
- **Developmentally and Age-Appropriate Programming:** Youth and families in the Family Connections Program will be offered programming that is appropriate for their ages and developmental levels.
- **Flexible Emergency Fund:** The Flexible Emergency Fund is money needed/used to help families with items and situations that are beyond the "normal" scope of program services. Examples of uses for this fund may include purchasing provisions needed to ensure the family's basic needs are met, appropriate school clothes for a child who lacks this or paying for an American Sign Language interpreter for a parent who is hearing impaired.

In summary, the core features of the program include, but are not limited to:

16. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

17. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
18. Engaging families quickly to enable them to accept the services offered.
19. Direct treatment including school, home, and community-based interventions.
20. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
21. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
22. Increasing the ability of families to use the array of community resources available in Nassau County.
23. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
24. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, NCDSS caseworkers, etc.
25. Intensive services consisting of small caseloads of up to 4 families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
26. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
27. Family Specialist will work flexible hours to accommodate family schedules.
28. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
29. Aftercare services will be provided to each family for an additional 30 days after discharge.

Staffing Pattern:

There will be six (6) Family Specialists in the Family Connections Program and each will maintain a caseload of up to four (4) families at a given time. The staff positions directly involved in the Family Connections Program are indicated in the following chart:

Title	FTE	Education/Experience
Assistant Director of Prevention	.21	MSW or Human Services equivalent with four years' experience working with youth and families and a minimum of two years of supervisory experience.
Program Coordinator	1	MSW or Human Services equivalent with two years of experience working with youth and families and a minimum of one year of supervisory experience.
Family Specialist	6	MSW or Human Services equivalent preferred, or Bachelor's degree required with a minimum of two years' experience in the human services field.
Secretary	.36	High School diploma or GED, plus two years of secretarial experience.

Staff Responsibilities:

The Program Coordinator will assist in recruiting, screening, and hiring of staff, and keep the Assistant Director of Prevention up to date on the progress, as well as any issues pertaining to a

specific family and/or the program. The Program Coordinator is also available 24/7 to provide support and guidance to Family Specialists. The Program Coordinator will be responsible for writing all monthly, quarterly and annual program and fiscal reports, and will serve as program liaison with all county and community providers. There will always be a staff member designated to cover the responsibilities of the Program Coordinator in the event of her absence.

The Family Specialist will provide all program services for youth and families, provide or arrange for any outside clinical needs for the youth and families, monitor all aspects of the daily functioning of the program, meet regularly with local services providers, assist in the coordination of educational needs, provide necessary transportation, and other duties as assigned. They will participate in the development and implementation of treatment plans; develop and maintain productive working relationships with schools, community agencies, and organizations. Each will work with up to four families on a daily basis and be available to the families 24/7.

The Program Secretary will provide administrative support to the program. This will include preparing reports and maintaining case records.

The Assistant Director of Prevention will oversee the efficiency and effectiveness of the program, provide clinical expertise in difficult cases, and keep in close contact with personnel from the Department. The Assistant Director is supervised by and works closely with the Director of Prevention; they serve as liaisons to Berkshire's Executive Council and Leadership Team.

Staffing Requirements

The Families Together Program will have a Program Coordinator, six (6) Family Specialists and one (1) Program Secretary. Berkshire intends to employ staff with the following characteristics:

- Representative of and sensitive to the community served, in terms of culture and language. This will include at least 1-2 direct service staff members who are bilingual in English and Spanish to ensure appropriate services to the large Hispanic population in the community.
- Appreciative and respectful of the cultural diversity, values and traditions of the youth and families served as well as the community as a whole.
- Experienced in crisis intervention, response and stabilization techniques.
- Knowledgeable about and skilled in engagement of youth and families.
- Experienced in working with families of youth at risk of involvement or currently involved in the juvenile justice system.
- Possessing a thorough understanding of adolescent development.
- Proficient in working with a range of families and youth with multiple and diverse needs.
- Experienced in a variety of concepts and practices regarding individual and family treatment, domestic violence issues, mental health and substance abuse assessment and treatment.
- Comfortable with and able to reach out to and develop relationships with community based service providers.

Berkshire's Supervisory Philosophy

Berkshire ensures that all staff, regardless of department, program or position, receives regular supervision. For direct care staff such as Family Specialists, supervision occurs on a weekly/bi-

weekly basis for at least one hour. The philosophy behind the supervisory process is "Supervision For Success." This model is punctuated by the premise that all employees want to succeed in their job, and it is the supervisor's responsibility to provide them with the tools, knowledge and resources so they can succeed. Starting with recognizing strengths and accomplishments, the model empowers employees to take responsibility for their actions and strive to enhance performance.

For Family Connections, the Program Coordinator will provide clinical and administrative supervision to the Family Specialists, as well as administrative supervision to the Program Secretary. The Program Coordinator will receive clinical and administrative supervision from the Assistant Director of Prevention.

Recruitment

- With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Any additional recruitment of program staff will be initiated by Berkshire and will include the placing of advertisements in local newspapers and penny savers, information on Berkshire's website, distribution of flyers, placing of newspaper articles about the program, speaking to local business and civic groups, and meeting with community groups and members.
- Candidates will be interviewed by Berkshire's staff as well as representatives from the Nassau County Department of Social Services. The process will include an initial interview, followed by a second interview for final candidates.
- Candidates will be cleared by the New York State Child Abuse Registry, and undergo criminal background checks. References and past employment will be checked as part of the recruitment and hiring process.

Training

Berkshire is committed to providing staff with trainings that optimize their performance and understanding of program services. Berkshire's philosophy is that its training and staff development programs meet and exceed all regulatory and accreditation requirements for training. Trainings are designed to provide staff with a broad understanding of the needs of youth and families with the goal of empowering them to reach their highest potential. Trainings emphasize the concept of partnership in working with children, families, communities and collateral agencies. In addition, staff is educated in policies, procedures and guidelines to assure they are prepared to exercise the responsibilities of their positions. Topics for training include but are not limited to:

- History of Berkshire, and its mission and values
- Agency Policies including: Discrimination/Harassment, HIPAA/Confidentiality and Media Relations
- Incident reporting and Casework documentation
- Professionalism and boundaries
- Safety and emergency procedures
- Therapeutic Crisis Intervention – 3 day training focused on therapeutic de-escalation techniques

- Court Proceedings
- Culturally Competent Care
- Worker safety in the field
- Team building
- Trauma Informed care/Sanctuary Model training
- Clinical training
 - Child, adolescent and adult development
 - Adventure Based Counseling Model
 - Learning Theory
 - Maslow's hierarchy of needs
 - Common mental health diagnoses and issues
 - Suicide prevention
 - Intake process and treatment planning
 - Solution Focused Therapy
 - Structural Family Therapy
 - Trauma Focused Cognitive Behavioral Treatment
 - Functional Behavioral Assessment

The initial training will take approximately one week and include the following: youth development and human behavior, HIV/Universal Precautions, how to work with a child who has ADHD, crisis intervention, the community, and how to be an effective team member. Program staff will also receive formal training at least quarterly on topics such as how to handle a crisis, work effectively with oppositional behaviors, handle loss, and other trainings identified by staff. Attendance at regional and statewide training sessions will be encouraged and team members will be included in all pertinent workshops/training sessions sponsored by Berkshire.

Training also occurs in a less formal, but extremely valuable manner in the form of peer mentoring. Family Connections Program staff, as part of Berkshire's Prevention Program Department, is part of the team of staff currently providing Prevention Services to children and families. Prevention staff is available to one another to offer assistance and answer questions regarding working with this population and working in collaboration with the County and its communities. In addition, the statewide Director of Prevention, Assistant Directors, other Program Coordinators and experienced community based staff members will be available to offer expertise and assistance.

As indicated earlier in this proposal, Berkshire pays close attention to ensuring that staff is reflective of and/or knowledgeable about the languages and cultures within the communities to be served. This starts with hiring staff from the community whenever possible and then providing them with thorough training on the characteristics of the target population and community. This is stressed at all times during program operations and includes ongoing training when appropriate.

All Family Specialists providing preventive services will successfully complete the appropriate OCFS CORE Training Program. All staff training services will be an in-kind contribution.

Effectiveness of Program

The success of Berkshire's preventive services over the past 30+ years has been based on five key beliefs/values:

1. Placement is not an option. We will continue to work day and night with the youth and families no matter the resistance or issues at hand. The only cause for removal is for safety reasons due to the level of risk for harm to self and/or others.
2. Prevention services must occur in the home. Only within the home environment will the Family Specialist truly learn the family dynamics and real issues. It is also the only way to successfully engage the family members.
3. Prevention Family Specialists must have a **passion** for the job. It is not only about their past professional experiences and education (degrees), it is much more about a commitment to do whatever it takes to truly make a difference.
4. Prevention Family Specialists must be able to "roll up their sleeves" and directly provide the needed services/treatment. This is not a case manager position. Although the Family Specialist will help locate needed community resources (i.e. substance abuse, mental health, medical, housing, etc.), their focus is direct care to the youth and families.
5. Although usually there is an identified youth needing services, Berkshire's Family Specialists will always work with the entire family. Resolutions to issues usually include the involvement of various family members – not just the identified youth or a parent.

Berkshire has been providing Prevention services for over three decades in counties around New York State including Suffolk, Nassau, Bronx, Schenectady, Albany, Schoharie, Orange, Saratoga, Columbia, Montgomery, Niagara and many more. In that time, the agency has developed and refined programming to become a leader in community-based prevention service provision. As a result of the quality of programs, 19 counties currently have contracts with Berkshire for Prevention services. Below are recent statistics that demonstrate the extent of that success:

- 100% of children and families had access to their Family Specialists or Program Coordinator twenty-four hours a day, seven days a week.
- 98% of children remained safely in their homes, avoiding placement.
- 97% of parents increased their involvement in school and community-based activities and services.
- 90% of children improved their attendance and/or reduced their tardiness in school.
- 97 % of children avoided the filing of a PINS petition during the program year.
- 95% of children remained successful in their home and communities.

For the Family Connections Programs in Nassau County, the following outcomes were achieved in 2011:

- Family Specialists provided individual and family counseling in the school and home setting for ninety seven (97) or one hundred percent (100%) of the families and their children in the program.

- Two hundred thirty-three (233) or ninety-six percent (96%) of children served in 2011 averted out-of-home placement while in the program.
- Child care services were secured for twenty-one (21) or one-hundred percent (100%) of families requiring assistance in order to maintain attendance in day treatment programs, educational services and employment searches.
- Family Specialists linked seventy-two (72) or one-hundred percent (100%) of families requiring services, with mental health providers and counselors in their communities.
- Family Specialists assisted/arranged one hundred (100) or one hundred percent (100%) Early Intervention Screenings for all children under age of five.

In addition to the outcomes listed above, Family Connections resulted in significant cost savings for Nassau County. Based on the 242 youth involved in the program, the cost of the nine (9) youth placed in Foster Care plus the cost of operating the Family Connections Program, the cost savings to Nassau County, based on a 12-month placement, is calculated as follows:

Placement	# of Children	Per Diem Rate	Yearly Rate
Foster Care	233	\$63.32	\$5,385,049
Subtotal			\$5,385,049
Less the cost of the nine (9) children place at Foster Care level			\$208,006
Less the cost of the Family Connections Program			\$547,713
Estimated savings for 2011			\$4,629,330

Estimated savings are conservatively calculated by utilizing the least restrictive environment in determining the level of care that would have been needed by the 233 children who averted placement in 2011.

Outcomes and Performance Targets:

Outcomes for the 2013 Nassau Family Connections Program are as follows:

Outcome 1: Client Screening and Assessment will be completed within 24 hours after the initial referral.

Performance Indicator 100% of all cases referred will be engaged within 24 hours.

Tracking Mechanism Success will be measured through case records, supervision and monthly reports.

Outcome 2: Service delivery will commence within 72 hours after the initial referral.

Performance Indicator 100% of all cases referred will begin service delivery within 72 hours.

<i>Tracking Mechanism</i>	Success will be measured through case records, supervision and monthly reports.
<u>Outcome 3:</u>	Reduce the number of children needing to be removed from their families during program participation.
<i>Performance Indicator</i>	80% of families receiving preventive services will remain intact.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 4:</u>	Reduce the number of children needing to be removed from their home to enter out-of-home placements during program participation.
<i>Performance Indicator</i>	80% of youth served will improve their situation enough to avoid out of home placement.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 5:</u>	Improved Parenting Skills
<i>Performance Indicator</i>	80% of the families assessed to have deficits in parenting skills will show an improvement in parenting skills.
<i>Tracking Mechanism</i>	Success will be measured through case records, reports from families and county workers.
<u>Outcome 6:</u>	Rapid Engagement with Referred Families
<i>Performance Indicator</i>	90 % of the families will have an initial face to face meeting with the caseworker within 72 hours of referral.
<i>Tracking Mechanism</i>	Success will be measured by intake tracking, case records and monthly reports.
<u>Outcome 7:</u>	Rapid Service Delivery with Referred Families
<i>Performance Indicator</i>	90% of the families will have a family visit by the caseworker within one week of the referral.
<i>Tracking Mechanism</i>	Success will be measured by case records, contact tracking and monthly reports.

The strategies used to achieve these outcomes and performance targets include the following:

- The strategies used to achieve the outcomes of *24 hour intake and assessment, rapid engagement, 72 hour face-to-face contact and rapid service delivery of youth and families* include: unlimited phone contact, home visits, and immediate crisis response by Family Specialists who exhibit empathy, understanding and a non-judgmental attitude. In addition, Family Specialists have flexible schedules to accommodate families' availability, and provide transportation whenever needed to facilitate family participation.
- The strategies used to achieve the outcomes of *reducing the number of youth removed from their homes into Nassau County custody during program participation and assisting families to remain intact* include: intensive home based interventions, crisis response and linkages of

youth with community resources for services surrounding such areas as financial, mental health, substance abuse and domestic violence concerns. Further strategies include: individual and family counseling, skills building and positive decision making activities.

- The strategies used to achieve the outcome of *increasing parenting skills* include: immediate crisis response, individual and family counseling, parenting instruction and assistance, problem solving and decision making activities.

These outcomes will be tracked by the Program Coordinator through staff supervision, case reviews, quarterly file audits, behavioral referrals, treatment reviews, Berkshire's internal Quality Assurance Protocols, and the Department's Weekly Prevention Reports. All program outcomes will be reviewed with the Department throughout the life of the case.

Program Monitoring and Evaluation

Evaluation will be an integral part of the program, and is designed to determine the success of the program and monitor ongoing program operations. To this end, Berkshire gathers and provides information related to program effectiveness, client long-term outcomes, client and family satisfaction, and coordinates the agency-wide program for quality improvement.

- **Supervision:** The Program Coordinator will review cases during supervision and prepare weekly reports for the Department. Supervision will occur weekly beginning the first week of program implementation. In addition, bi-weekly team meetings will be held with the entire program staff. All program forms and documentation will be reviewed and approved in order to monitor individual youth and family's progress, and ensure that all staff is providing high quality service.
- **Submitted Department Reports:** Weekly department reports will be submitted to NCDSS, including Conference invitations, weekly current cases, Connections reports, Initial and Final Conference Safety Summaries and all other reports as directed by NCDSS. Additionally, quarterly and annual reports will be submitted to the NCDSS.
- **Case Records:** case record audits will be conducted on all case files to ensure program compliance with all federal, State and local rules and regulations during and at close of a case.
- **Program Outcomes:** Information is collected from youth and families in all Berkshire's programs. This information includes how youth are progressing in relationship to specific issues such as parenting skills and family functioning.
- **Quality Improvement:** Berkshire's Performance and Quality Improvement Program (PQI) includes the agency's stakeholders in PQI processes and directly supports all programs in their full realization of program goals and the goals of the Agency. Specific QA activities are:
 - *Case Documentation Reviews:* are overseen by key agency leaders responsible for program supervision and oversight. Case documentation review criteria, procedures, and schedules are established by program area Directors and their Program Coordinators, ensuring that accrediting standards are fully met, reviews are performed quarterly, and that at least the required cumulative numbers of open and closed cases are reviewed in any fiscal year.

Results of case documentation reviews are discussed at department forums, staff meetings and individual supervision. Based on these reviews, supervisors and their teams establish lists of strengths, issues of concerns, and patterns that are used to formulate improvement plans. Staff leaders responsible for these reviews for this program are the Director and Assistant Director for Prevention.

- *Utilization Review:* Berkshire's utilization review (UR) process measures the safety, permanency and well-being goals achieved for each client, based on case documentation. The agency UR Committee, comprised of leaders of all program areas, meets regularly to ensure the review process is in place, and assesses the results of reviews. Results of the utilization reviews are summarized by the PQI Specialist and communicated to program area leaders; these results are also shared with the UR Committee that allows them to identify strengths, issues of concern, individual patterns, and overarching trends. The Committee requests corrective action steps in response to review findings in order to improve programs.
- *Program Outcomes:* PQI coordinates data collection on program outcomes. Each program conducts monthly data collection that reflects family progress in specified target areas, such as suspension from school or increased family involvement; or achievement of standards, such as minimum case contacts and after hours assistance. PQI coordinates quarterly reviews of outcomes to ensure quality and identify any deficiencies in service delivery. These deficiencies and steps taken to rectify them are explored during case reviews between program coordinators and staff members.
- *Satisfaction Surveys:* On an annual basis, youth and families, agency personnel, volunteers, and referring agencies are asked for their input and levels of satisfaction regarding various elements of the agency's services. Results of the survey help the agency as a whole, and each program, identify successes and weaknesses in service delivery and make adjustments to enhance services.
- The PQI Department oversees health and safety issues, the incident and child abuse review and reporting process, and the services utilization review. Health and safety monitors physical environment, recreation, health, and nutritional issues for each youth. The incident and child abuse review and reporting system monitors the types, indicators and frequency of any critical incidents occurring within the Agency, as well as follow-up to incidents and any allegations of child abuse. Services utilization review monitors appropriateness of admissions and the timeliness and appropriateness of aspects of the treatment process such as assessments, the quality of treatment, record maintenance and discharge planning.

Family Involvement:

Berkshire is committed to including families in every aspect of service. Regardless of program or identified client, youth, parents/caregivers and other family members are involved in family team meetings, assessments, treatment plan development and implementation, and program evaluation. This is because ultimately, it is the family's needs and strengths that determine service delivery and achievement of outcomes. Together with program staff, families' natural

supports, and relevant service providers, families will identify and secure the community supports and services they need to live safely and successfully in their homes and communities.

Evidence-Based Programs and Practice Utilized by Berkshire Farm Center and Services for Youth

Berkshire has begun implementing the Sanctuary Model® which is a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Its objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. Sanctuary promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large.

By framing program youth's circumstances in a context of "What has happened to you?" rather than "What is wrong?," it becomes easier for not only staff, but the youth themselves to start thinking of terms of healing and growth rather than correction and morality issues as they attempt to set goals and move forward with their lives.

Sanctuary is becoming the guiding principle of inter- and intra-agency relationships as well. There has been a concerted effort in the last two years to train staff in Sanctuary methods and terminology and to have Sanctuary principles and guidelines become how Berkshire staff relates to others within Berkshire as well as to the community beyond. The Seven Commitments of Sanctuary - Nonviolence, Growth & Change, Democracy, Social Responsibility, Open Communication, Social Learning, and Emotional Intelligence - have become the touchstones of both treatment strategies that the agency uses with youth and families in all its programming, and also how the agency itself operates internally.

Berkshire also has implemented the following:

Functional Family Therapy: Functional Family Therapy (FFT) is an evidence-based, highly effective family intervention program for at risk youth and their families. FFT's intent is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, and prevention of involvement or further involvement in the juvenile justice/child welfare systems.

Berkshire has a history of providing this model and recently reinstituted the provision of FFT to the youth and families of Schenectady County. While only specific to that one FFT program, the philosophy of the FFT model is compatible with Berkshire's programming philosophy and it resounds throughout Berkshire Prevention programs: FFT stresses the significance of engagement in the therapeutic process; has a supportive supervision model that promotes a strength-based approach to working with staff and clients; and recognizes the importance of working with community based resources to assist youth and families be successful. These premises are central to all Berkshire programming.

Ansell-Casey Life Skills Assessment: The Ansell-Casey Life Skills Assessment, for youth 14 and older, includes a collection of comprehensive online assessments, learning plans, and learning resources that can be of use engaging young people so that they can master independent life skills and build healthy relationships, which are of assistance as they approach adulthood. The tools are strength-based, and built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by youth and caregivers for successful adult living. Each youth is asked to complete the assessment upon intake and discharge to assess their basic skill level in a variety of daily living modules such as money management, peer relations, and knowledge of and use of community resources.

As mentioned on page 1 the model of practice used in Berkshire's family preservation and other community based programs including Family Connections is an integration of ecological models (MST, Henggeler & Borduin-1990, and Homebuilders; Kinney, Haapala, & Booth, 1991) that are based on Systems and Social Learning theories. These theoretical frameworks are incorporated into all programming agency-wide. In addition, Berkshire's Prevention programs are founded on principles of best practices as discussed on pages 2 and 3. Ultimately, Berkshire believes that each family is unique, with different needs and strengths. Thus, the programs are flexible enough to address the individual youth and their families in the context of, the school, the community, and any other systems in which the youth is imbedded.

Location and Description of Office

Berkshire's Long Island Office, located on the border of Nassau and Suffolk Counties, is "home" to Family Connections staff, but most services are provided in families' homes and local communities. In the event families need to go to the office, its location is easily accessible to the targeted community. It is centrally located off of the Long Island Expressway (I-495) and Route 110 and the Southern State Parkway. The local bus is accessible as well as the Long Island Railroad. This location is ideal as not only is it easily accessible by families throughout the county, but equally important, staff will be able to respond to youth and families without delay.

Understanding of, and Experience in Provision of Services

Berkshire Farm Center and Services for Youth is a statewide nonprofit child welfare agency with a distinguished history of working with children and families for more than 125 years. Founded in 1886, Berkshire is the largest, and one of the oldest, child welfare agencies in New York State. Berkshire's mission is: *"to strengthen children and families so they can live safely, independently, and productively within their home communities."*

Berkshire's values:

- We treat each child and family with dignity.
- We respect and honor the courage and inherent strengths of the children, families, and communities we serve.
- We view children in the context of their families and communities.
- We embrace families as partners.
- We appreciate and affirm all aspects of diversity, whether the diversity is religious, cultural, ethnic, or gender.
- We ensure children are cared for in safe, therapeutic, and caring environments.

- We ensure all services are individualized, empowering, and effectively provided; we focus on permanency and stability.
- We value and support a confident, well trained, and competent staff.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a system of care that includes community, school, and home-based prevention programs, prevention/reunification programs, therapeutic and treatment foster care, respite services, adoption services, programs for runaway and homeless youth, secure and non-secure detention, group homes, and the residential treatment center.

Berkshire has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 40 years throughout New York State. Through its system of care, Berkshire works with youth and families who are involved with many systems including Child Welfare, Juvenile Justice and Mental Health. Over time, Berkshire has developed not only strong and effective programming, but also a keen understanding of the myriad of issues, behaviors and environmental factors that are faced by the families served.

Because of this wealth of experience, Berkshire has become extremely familiar with the characteristics of this population. While each youth and family is unique, this population has many commonalities. Compounding problematic behaviors are a host of other challenges – mental health, substance abuse, behavioral, educational and family – that have added to their struggles. These youth predominantly come from impoverished neighborhoods with limited resources; they live in single parent, female-run households, often with generational histories of abuse and/or mental illness and substance abuse; many have experienced school failure; and most do not receive the structure, supervision and support they need. Because of their multiple issues, they require intensive, home and community based services to remain safely in the home. Berkshire's Prevention programs have been enhanced over the years to respond to the multi-faceted needs, challenges, and characteristics of youth, families and the communities in which they live.

Berkshire, through its array of Prevention programs across New York State, has been extremely successful in keeping youth safely in their homes, improving family functioning and averting the need for out-of-home placement, as demonstrated in these outcomes over the last five years:

- 96% of the youth served averted out-of-home placement.
- 98% of youth demonstrated a reduction in problem behaviors at home and in the community.
- 98% of children with truancy issues increased their attendance levels
- 98% of parents increased their involvement in community and school services and activities.
- 100% of youth and families increased their awareness of and access to community supports.

Capability to Provide Services

Berkshire has over 125 years of experience working directly with the target population through community based and congregate care programming. From small programs serving dozens to large, comprehensive programs that serve hundreds at a time, the agency has the capacity to:

effectively hire and maintain staff that is reflective of and responsive to the cultural and linguistic characteristics of the populations in each program; provide high quality services that are tailored to meet the needs of each community and its population; and maintain fiscal responsibility and accountability. This includes operating programs through contracts with State and county agencies and those funded through the Request for Proposal process with local, State and federal funding sources. Funders in this latter category include the New York State Office of Children and Family Services and New York State Education Department at the State level and the Administration for Children and Families and the Department of Labor at the federal level. With all programming, Berkshire is committed to full compliance with all relevant laws, rules and regulations as well as all contractual requirements. All employees maintain appropriate qualifications and licenses for their job responsibilities and the agency leadership team possesses a wealth of knowledge and expertise in issues and challenges related directly to the families served.

Berkshire has over a century of experience working with the Family Connections target population, and through the decades, programming has been tailored and refined to meet the needs of youth and families in their home communities. As a result, staff will have an array of experts and experience from which to draw. This begins with the Chief Executive Officer, Chief Program Officer, Director of Prevention and her leadership team, all who fully support this program. Even more importantly, program staff will be able to draw on Berkshire's current Prevention team, including those working in Nassau County, who can provide tremendous insight into the target population's strengths and challenges, and the communities in which they live. Finally, the Family Connections Program will have assistance of agency departments that work on behalf of all programs to maximize value to youth and families, ensure cost effectiveness for funders and that all programs meet and exceed all standards, laws and regulations. These departments include IT, Human Resources, Finance, PQI, and Development.

Capacity to Establish a Successful Partnership with Nassau County

Berkshire has worked in partnership with Nassau County for over 20 years, providing high quality community-based services to the youth and families of the county. In that time Berkshire and the Nassau County Departments of Social Services and Probation have worked together to ensure that services are refined and tailored to address and meet the specific needs of the children, families and communities of the County. Specific partners and collaborations include:

- *Nassau County Department of Social Services* will provide a liaison to coordinate referrals and support the program. The Family Connections Program staff will work in close collaboration with each youth and family's Department Case Manager.
- *Local Law Enforcement*: Family Specialists will work on a collaborative basis with local law enforcement agencies, to enlist their support in providing services to youth and families. The goal will be to reduce the need for law enforcement intervention.
- *Local School Districts*: Family Specialists will work with school districts of youth in the program who are struggling with attendance, performance and/or school behavior challenges. The goal will be to support youth's academic performance and progress.

In order to provide youth and families with comprehensive services and support, there are an array of other community-based organizations and agencies that Family Connections will reach

out to when appropriate. These are listed earlier on pages 8 and 9. In addition, Family Specialists and the Program Coordinator will reach out to the community to familiarize community members about the program and continually identify resources to expand the network of resources available to youth and families in their local communities.

c. Implementation Schedule

With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Therefore, program services for the Family Connections Program will begin on January 1, 2013.

d. Reports

At the conclusion of each program year, Berkshire provides the County with an annual report for the program. This report provides an overview of the program for the year and highlights the following:

- Description of referrals
- Presenting problems of youth and families referred to the program
- Average length of stay
- Outcomes for the years
- Success story
- Estimated cost savings
- Program statistics: number of children served, ages, ethnicity, family structure, and outcomes
- *Please see attached annual report for Nassau County Family Connections for 2011.*

e. Staffing

The agency leaders who will oversee the Family Connections Program are:

Stacy Williams, Director of Prevention, has been with Berkshire for eight years. Starting in foster care, Stacy switched her focus to Prevention. She began as a Family Specialist, and then took on more and more responsibilities, first as Program Coordinator, then as District Supervisor and currently as Director of Prevention and Non-Secure Detention Services. In her tenure at the agency, Stacy has refined her clinical skills, her supervisory skills in leading prevention programs, and her relationship-building skills in working with County departments and community based agencies, schools and community members. She is adept at motivating staff to provide the highest level of services and to appreciate the importance of establishing a presence in the community. Stacy provides leadership, support and direction to Program Coordinators and staff across New York State.

Jennifer Dane, LMSW, Assistant Director of Prevention, has been with Berkshire for the past nine years. She started as a Multisystemic Therapy (MST) Therapist in 2003, and was promoted to Prevention Program Coordinator in Schoharie County in 2005. In that role, Jennifer managed five prevention programs, worked closely with the County and community based agencies, and greatly expanded programming. In 2010, in recognition of her commitment and hard work, Jennifer was promoted to Assistant Director of Prevention, enabling her to share her skills and experience with Prevention programs across the state. Jennifer has excelled in this position, as evidenced by the great work she has accomplished overseeing Berkshire programming in New

York City and Long Island, including Berkshire's current programming in Nassau County. Jennifer has also become an active and respected participant within the network of providers of services to youth and families of Nassau County. This is accentuated by her recent invitation to serve as a member of the Nassau County Juvenile Crime Enforcement Coalition and to attend the monthly Juvenile Justice Provider Meetings.

Rene M Stratton, MSW, Program Coordinator, Nassau Family Connections, has been with Berkshire for four years. She began her career at Berkshire as a Social Worker with the Stepping Stones PINS Diversion Prevention Program. She then took on the role of Mentoring Coordinator in 2008 where she helped develop a mentoring program for youth at Berkshire's Residential Treatment Center so they were able to maintain connections with their home communities and assist in their transition when they return home. In recognition of the work she had done in Nassau and Suffolk counties, Rene was promoted to Program Coordinator of the Stepping Stones Program and ACS-funded Bronx Family Connections Program. In September of this year, Rene also became Program Coordinator of the current Family Connections Program in Nassau County. She has a great understanding of the needs of youth and families in Nassau County and has developed strong relationships with County and community based providers. Rene is a member of Long Islanders for Families and Youth, the County's, Substance Abuse Task Force, and the Nassau County Department of Health Perinatal Services Network Consortium

f. Prior Experience

Experience With the RFP services

Berkshire has been providing Family Connections to the children and families of Nassau County for 20 years and Columbia County for 17 years. In addition, Berkshire provides intensive prevention services, comparable to the services in this proposal, in Suffolk, Rensselaer, Clinton, Saratoga, Schoharie and Washington counties. All of these programs require close collaborations with the Departments of Social Services and Probation in each county as well as the network of service providers within each county and its community. Over time, these programs have helped thousands of families, among the highest need and highest risk in their counties, develop the skills, knowledge and resources necessary to avoid the need for out-of-home placement and improve family functioning. Outcomes over the past three years highlight this success:

- 94% averted the need for out-of-home placement during participating in the program
- 82% alleviated factors that placed children at risk for out-of-home placement
- 100% of families were linked with appropriate community based resources for mental health and other service needs and issues
- 96% of parents increased their involvement with services and activities at school and in the community

These outcomes demonstrate the effectiveness of Berkshire's intensive prevention programming, enabling youth to remain safely in their homes and families to function positively and productively within their communities, rather than to require youth to be placed outside of the home.

Experience With Public Sector Clients and Services of Similar Size and Scope

Berkshire has successfully been providing Prevention Services in counties around New York State for well over three decades. These services are designed to provide intensive home, school

and community-based services to preserve and strengthen the family unit and to avoid the unnecessary placement of children outside of their homes. Children and families in these programs are involved with Child Welfare, Probation, and Mental Health, as well as community based agencies and resources throughout communities and counties across New York State. Working in collaboration with county Departments of Social Services and Probation, Berkshire's Prevention Programs have been refined and enhanced to meet the needs of Counties and their youth and families. Berkshire currently has programming in 19 counties across New York State and provides 39 separate programs within those counties. They are:

- Albany County Advantage After School, Home Run, Pathways, Transitional Support Services
- Allegany County Turnabout
- Bronx Family Connections, Power Project
- Cattaraugus County FAR, Turnabout
- Clinton County Stepping Stones
- Columbia County Family Connections, Transitional Services, Prevention
- Hamilton County Home Run
- Montgomery County Stepping Stone
- Nassau County Family Connections, Families Together
- Niagara County Home Run
- Orange County Independent Living Program, Pathway
- Rensselaer County Advantage After School, Stepping Stones
- Saratoga County Short Term Prevention, Long Term Prevention, Turnabout
- Schenectady County Functional Family Therapy, Home Run, Prevention, Vision
- Schoharie County: Home Run, Project Buoyancy, Turnabout, Vision, Independent Living/Respite, Stepping Stones
- Suffolk County Stepping Stones
- Warren County Pathways
- Washington County Stepping Stones
- Columbia/Cattaraugus Pathways

As this list suggests, Berkshire provides Prevention programming across New York State, serving all localities, from small rural communities to large, urban centers. Regardless of location, Berkshire programs are tailored to meet the needs of each County and its youth and families. Similar services to the ones provided by Family Connections are provided in Schenectady, Albany, Columbia, and Saratoga counties as well as in the Bronx. These services have proven effective and helped hundreds of children and families succeed at home, in school and in their community:

- 90% of youth served in Berkshire Prevention programming avoided out-of-home placement
- 98% of parents increased their involvement in services in the community and in the school

g. Additional Information

Berkshire is committed to working with Nassau County to provide high quality programming for its youth and families. In the 20 years Berkshire has provided programs in the County, agency staff has worked in close collaboration with the County to ensure that services are matched to the

needs of the County and its families. Berkshire's commitment was recently reinforced, allowing Berkshire to expand its services in Nassau County even further. In 2010, Berkshire responded to a Request for Proposals from the New York State Office of Children and Family Services for their Community Reinvestment Program for alternative to detention programming. Berkshire reached out to Nassau County to be its partner for this program, recognizing the strength of the established relationship and understanding the need for services in its communities. The proposal, for the Families Together Program, was one of only seven awards statewide and today, that program is an important element in the system of care for the youth and families of Nassau County. In fact, in the first quarter alone, the program exceeded all outcomes for children and families, an indication of the strength of the partnership and an excellent predictor of the high quality of services yet to come.

EXHIBIT B ✓
LINE-ITEM BUDGET
September 1, 2013 – December 31, 2013



Nassau County Human Services

Universal Budget Form

Contract Name: Berkshire Farm Center and Services for Youth

Program Name: Nassau Family Connections

Budget Summary

*Select Line To
Work On Here*

	Line #	Expense type	Total \$
	1a	Salary	\$109,572.00
<u>Work on Salary and Fringe</u>	1b	Fringe	\$ 37,254.33
	1 Total	Personnel (Salary plus Fringe)	\$146,826.33
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$ 7,333.33
<u>Work on Line 4</u>	4	Equipment	\$1,333.33
<u>Work on Line 5</u>	5	Supplies	\$666.67
<u>Work on Line 6</u>	6	Contractual Services	\$0
<u>Work on Line 7</u>	7	Rent/Utilities	\$10,000.00
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$11,666.67
<u>Work on Line 10</u>	10	Administrative Overhead	\$14,226.00
		Gross Expenditures (Lines 1 – 10)	\$192,052.33
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$192,052.33
<u>Agency Contribution</u>		Agency Contribution	\$5,400.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$186,652.33

EXHIBIT B
LINE-ITEM BUDGET
January 1, 2014 – December 31, 2014



Nassau County Human Services

Universal Budget Form

Contract Name: Berkshire Farm Center and Services for Youth

Program Name: Nassau Family Connections

Budget Summary

*Select Line To
Work On Here*

*Work on Salary
and Fringe*

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

*Work on Line
10*

*Work on Line
11*

*Agency
Contribution*

Line #	Expense type	Total \$
1a	Salary	\$328,716.00
1b	Fringe	\$111,763.33
1	Personnel (Salary plus Fringe)	\$440,479.00
Total		
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000.00
4	Equipment	\$4,000.00
5	Supplies	\$2,000.00
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000.00
8	Department Specific Costs	\$0
9	Other Costs	\$35,000.00
10	Administrative Overhead	\$42,678.00
	Gross Expenditures (Lines 1 – 10)	\$576,157.00
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$576,157.00
	Agency Contribution	\$16,200.00
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957.00

Line 1 -Personnel

Cost of salaries and/or wages of personnel assigned to the project

-----Contract Amount Only-----

Staff Title/Name	# of Staff	Explanation/ Description of Function/ Expense	FTE %	Salary \$	Fringe \$ - 34%	Total \$
Assistant Director Of Prevention	1	Oversees program efficiency and effectiveness, provides clinical expertise in difficult cases, and keeps in close contact with Nassau County; annual salary is \$65,000	.21 FTE	14,000	4,760	18,760
Program Coordinator	1	Recruits, screens, and hires staff; keeps Assistant Director of Prevention up to date on progress and issues of families or program; available 24/7 to staff; responsible for all program and fiscal reports; serves as program liaison to county/community providers	1 FTE	58,000	19,720	77,720
Family Specialist	2 @ 38,000	Provides all program services for youth and families; provides or arranges for outside clinical needs for the youth and families; monitor all aspects of daily program operations; meets regularly with local services providers; provides	2 FTE	76,000	25,840	101,840

		necessary; participates in treatment planning; available to families 24/7.				
Family Specialist	1	See description above	1 FTE	39,000	13,260	52,260
Family Specialist	2 @ 37,000	See description above	2 FTE	74,000	25,160	99,160
Family Specialist (masters level)	1	See description above	1 FTE	42,000	14,280	56,280
Secretary	1	Provides administrative support to the program, including preparing reports and maintaining case records; annual salary is \$32,000.	.36 FTE	11,716	3,983	15,699
Contract Manager	1	Responsible for maintaining contract with Nassau County; annual salary is \$41,000	.34 FTE	14,000	4,760	18,760
Line 4 Total		n/a	n/a	\$ 328,716	\$ 111,763	\$ 440,479

Note(s):

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the Department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Timothy Giacchetta (Name)

13640 Rte. 22 Canaan, NY 12029 (Address)

518-376-1575 (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:

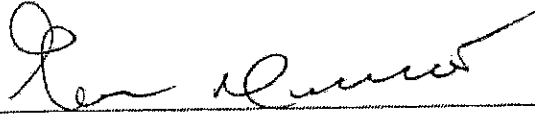
see attached explanation/description.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ 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.

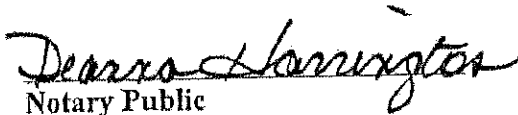
6/26/13
Dated


Signature of Chief Executive Officer

Timothy Giacchetta
Name of Chief Executive Officer

Sworn to before me this

26th day of June, 2013.


Notary Public

Deandra Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2014

1. In the past five years, Contractor X 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:

On December 16, 2011, NYS Department of Labor conducted an audit at one of the agency's worksites located in Rochester, NY. The purpose of the audit was to review payroll and time records for the period of December 5, 2005 to December 5, 2011. Correspondence received from NYS Department of Labor on December 28, 2011 indicated two violations as a result of the audit.

Article 5 — Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Article 19 — Labor regulations required that employers keep and have available for inspection records for employees. At the time of the audit, the agency was not able to produce some of the some of the time records from the earlier end of the requested timeframe. Time records from the earlier end of the requested timeframe were prior to agency's use of electronic timekeeping system and not able to be furnished at the time of the audit.

Correspondence received from NYS Department of Labor also directed that \$2,637.77 be remitted for payment to eight (8) employees who were identified during the time of the audit to be due wages for overtime worked. This amount included 25% liquidated damages. On January 18, 2012 the agency contacted the NYS Department of Labor to discuss these findings and furnish payroll records which satisfied that these eight (8) employees had, in fact, received some of the wages due. Upon review of the agency's explanation and documentation, the NYS Department of Labor accepted payment in the amount of \$1584.22 including 25% liquidated damages.

On January 25, 2013, NYS Department of Labor conducted an audit at one of the agency's worksites located in Valatie, NY. The purpose of the audit was to review payroll and timekeeping records for the period of January 1, 2011 to December 31, 2012. Correspondence received from the NYS Department of Labor on March 15, 2013 indicated one violation as a result of the audit.

Article 5 - Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Correspondence received from NYS Department of Labor also directed that a penalty in the amount of \$100.00 be remitted for payment. This amount was paid in full.

Documentation is available upon request.

2. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has 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:

On November 24, 2010 the National Labor Relations Board for Region 3 issued correspondence alleging that the agency violated Section 8(a)(1) and (5) of the Act by unilaterally changing the health insurance coverage for bargaining unit employees, establishing Health Reimbursement Accounts (HRA's) for bargaining unit employees and that resulted in increased out-of-pocket expenses for the employees.

On May 27, 2011 a decision was issued finding that the agency had violated the Act as alleged.

On November 2, 2011, the parties reached a Board settlement resolving the issues in the above matter which included payment to nine (9) bargaining unit employees for the combined amount of \$12,358.16 as a make whole payment for health insurance out-of-pocket expenses incurred.

On January 4, 2012, the Regional Director approved the settlement. Payment was promptly issued and the mandatory notices to employees were posted for required timeframe.

On March 27, 2012, the case was closed.

Documentation is available upon request.

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Timothy Glacchetta, CEO
~~Notary Public~~, ~~Added Secretary~~
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of September 1, 2013 through December 31, 2013, subject to renewals at Nassau County's option for four (4) additional one (1) year terms.

Nancy McGuire
Officer

Sworn to before me this 26th
day of June 2013

Deanna Harrington
NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016



Contract Details

SERVICE: Preventive Services

NIFS ID #: CQSS13000024

NIFS Entry Date: 02/06/15

Term: from 01/01/15 to 12/31/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name: Berkshire Farm Center & Services for Youth	Vendor ID# 14136812562
Address: 13649 Route 22 South Canaan, NY 12029	Contact Person: Timothy Giachetta E-mail: timgiachetta@berkshirefarm.org Phone: 518-781-4567 Fax: 631-420-4460

County Department
Department Contact: Michael A. Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516-227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) NIFS App'd (Dept. Head)	<input checked="" type="checkbox"/> 2/13/15	[Signature]	
	OXIB	NIFS Approval	<input type="checkbox"/> 2/23/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/24/15	County Attorney	CI RE & Insurance Certification	<input checked="" type="checkbox"/> 2/24/15	[Signature]	
4/4/15	County Attorney	CI Approval as to term	<input checked="" type="checkbox"/> 2/24/15	[Signature]	
	Legislative Affairs	Fwd Original Contract to CI	<input type="checkbox"/>		
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2/24/15	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 2/24/15	[Signature]	
	Comptroller	NIFS Approval	<input type="checkbox"/> 3/19/15	[Signature]	
2/27/15	County Executive	Notification Filed with Clerk of the Co.	<input checked="" type="checkbox"/> 2/27/15	[Signature]	

Contract Summary

Description: Preventive Services

PR5254 (8/01)



Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	11714
Transaction:	CQ

RENEWAL	
u Increase	
u Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$139,989.25
Federal	\$167,987.10
State	\$251,980.65
Capital	\$
Other	\$
TOTAL	\$559,957.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	SSGEN7600 11714	\$559,957.00
4		\$
5		\$
6		\$
TOTAL		\$559,957.00

Document Prepared By:

Date:

NFS Certification I certify that this document was accepted and is valid.	Comptroller Certification I certify that the amount of the balance sufficient to cover this contract is present in the appropriate account.	County Executive Approval Name: <i>[Signature]</i> Date: <i>2/27/15</i>
Name: <i>[Signature]</i> Date: <i>3/17/15</i>	Name: <i>[Signature]</i> Date: <i>3/17/15</i>	E #:

121837

AMENDMENT NO. 1

This AMENDMENT, dated as of _____, 2015, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Forty Six Thousand Six Hundred Nine Dollars and 33/100 (\$746,609.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 (\$559,957.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Amended Maximum Amount").


3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. 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 remainder of the Amended Agreement.


(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Timothy Giacchetta
Title: President / CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Chandra Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/27/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 27 day of February in the year 2015 before me personally came Charles R. Bando 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.

NOTARY PUBLIC

in Law of Nassau County.

Conetta A. Petrucci

CONETTA A. PETRUCCI
Notary Public, State of New York
No. 0156623026
City, Fed in Nassau County
Commission Expires April 02, 2016

STATE OF New York)
COUNTY OF Columbia)ss.:

On the 23rd day of December in the year 2014 before me personally came Timothy Siacchetti to me personally known, who, being by me duly sworn, did depose and say that he or she ^{does business} resides in the County of Columbia; that he or she is the (CEO) of Berkshire Farm Partners, 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

Deanya Harrington
Notary Public, State of New York
No. 01H69198253
Qualified in Rensselaer County
Commission Expires Nov. 10, 2012

AMENDED Exhibit B
January 1, 2015 to December 31, 2015



**Nassau County Human Services
Universal Budget Form**

Contract # _____

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$328,716
1b	Fringe	\$111,763
1 Total	Personnel (Salary plus Fringe)	\$440,479
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000
4	Equipment	\$4,000
5	Supplies	\$2,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$0
9	Other Costs	\$19,500
10	Administrative Overhead	\$41,478
	Gross Expenditures (Lines 1 – 10)	\$559,957
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$559,957
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957

**E-13-16****Contract Details**

SERVICE Preventive Services

NIFS ID #: CLSS16000005NIFS Entry Date: 12/22/15Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Berkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta E-mail: mailtgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax: 631 420-4460

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

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)	<input type="checkbox"/> 12/22/15	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 12/28/2015	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/30/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 12/30/15	<i>[Signature]</i>	
12/31/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/31/15	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 1/8/16	<i>Cocetta A. Petrucci</i>	
	Rules <input checked="" type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/> 03/10/2016	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 4/17/16	<i>[Signature]</i>	
1/6/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/6/16	<i>[Signature]</i>	

Contract Summary

Description: Preventive Services

PR5254 (8/04)



Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$142,787.50
Federal	\$171,345.00
State	\$257,017.50
Capital	\$
Other	\$
TOTAL	\$571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	SSGEN7600/TT714	\$571,150.00
5		\$
6		\$
TOTAL		\$571,150.00

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 _____	(For Office Use Only)

125792

E-13-16

RULES RESOLUTION NO. 48-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-22-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment 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 the agreement with Berkshire Farm Center and Services for Youth.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment 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 the agreement with Berkshire Farm Center and Services for Youth.

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.


NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.


2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 (\$1,877,716.33) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Jim Deppis
Title: CEO
Date: 11/23/15

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 5/4/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

§§.

COUNTY OF NASSAU)

On the 4 day of May in the year 2016 before me personally came Charles Rubando 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.

NOTARY PUBLIC



STATE OF *New York*)

155.

COUNTY OF *Columbia*

On the 23rd day of November in the year 2015 before me personally came Jim Dennis to me personally known, who, being by me duly sworn, did depose and say that he ^{does business} ~~or she~~ resides in the County of Columbia; that he or she is the Interim CEO of Berkshire Farm Center, 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

Deanna Darnington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

AMENDED Exhibit B
January 1, 2016 to December 31, 2016



**Nassau County Human Services
Universal Budget Form**

Contract # _____
Contract Name: Berkshire Farm Center & Services for Youth
Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$329,561
1b	Fringe	\$112,051
1 Total	Personnel (Salary plus Fringe)	\$441,612
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$20,500
4	Equipment	\$1,500
5	Supplies	\$1,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$2,500
9	Other Costs	\$21,615
10	Administrative Overhead	\$51,923
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150



NIFS ID:CLSS17000032 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: 28-AUG-17 Term: from 01-JAN-17 to 31-DEC-17

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

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

Vendor Info:	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 141368125
Address: 13640 Route 22 Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

Department	NIFS Entry: X	07-SEP-17 -- MKANOWITZ
Department	NIFS Approval: X	13-SEP-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-SEP-17 -- RDALLEVA
OMB	NIFS Approval:	08-SEP-17 -- AROMANO
County Atty.	Insurance Verification: X	13-SEP-17 -- AAMATO
County Atty.	Approval to Form: X	13-SEP-17 -- DGRIPPO
Dep. CE	Approval: X	31-OCT-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	15-SEP-17 -- MREYNOLDS
Legislature	Approval: X	15-NOV-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	31-JAN-18 -- RBURKERT
NIFA	NIFA Approval: X	07-FEB-18 -- MKWIATKOWSKI

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No change
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	76	Revenue				\$ 0.00
Resp:	7600	Contract:				\$ 0.00
Object:	TT714	County	\$ 142,787.50			\$ 0.00
Transaction:	CQ	Federal	\$ 171,345.00			\$ 0.00
Project #:		State	\$ 257,017.50			\$ 0.00
Detail:		Capital	\$ 0.00	SSGEN7	SSGEN7600/TT714	\$ 571,150.00
		Other	\$ 0.00	600/TT714		
		TOTAL	\$ 571,150.00			\$ 0.00
RENEWAL					TOTAL	\$ 571,150.00
% Increase						
% Decrease						

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2017, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods remaining (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 (\$1,877,716.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Two Million Four Hundred Forty

Eight Thousand Eight Hundred Sixty Six Dollars and 33/100 (\$2,448,866.33) (the "Amended Maximum Amount").

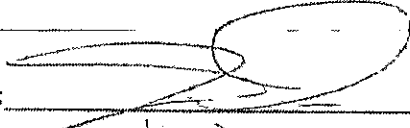
3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. 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 remainder of the Amended Agreement.

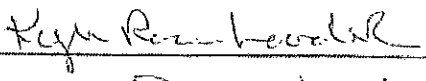
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: 
Name: Jim DeWitt
Title: President & CEO
Date: 8/8/17

NASSAU COUNTY


By: 
Name: Kyle Rose-Lindor
Title: County Executive
☒ Deputy County Executive
Date: 9/18/18

PLEASE EXECUTE IN BLUE INK

131171

On the 13 day of February in the year 2018 before me personally came Kyle Rose - Lander 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.

Tanya L. Carter

 TANYA L CARTER
Notary Public, State of New York
No. 01CA8072855
Qualified in Nassau County
Commission Expires April 15, 2018

On the 24th day of August in the year 2017 before me personally came Jim Deppis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Berkshire; that he ~~or she~~ is the President & CEO of Berkshire Farm Center, 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.

James Buchanan



AMENDED Exhibit B
January 1, 2017 to December 31, 2017



**Nassau County Human Services
Universal Budget Form**

Contract # _____

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$331,746
1b	Fringe	\$112,794
1 Total	Personnel (Salary plus Fringe)	\$444,540
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$19,500
4	Equipment	\$1,500
5	Supplies	\$1,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$2,500
9	Other Costs	\$19,687
10	Administrative Overhead	\$51,923
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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 JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110	CONTACT NAME: Justin Riccio PHONE (A/C, No, Ext): 518-782-3111 E-MAIL: Justin.Riccio@jltus.com ADDRESS: Justin.Riccio@jltus.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Indemnity Insurance Company of North America		43575
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 86317645

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 SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Y	WLR C64781431	12/31/2017	12/31/2018 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 60 Charles Lindbergh Blvd. Uniondale NY 11553-3686	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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
JLT Specialty Insurance Services, Inc.
22 Century Hill Dr.
Suite 102
Latham NY 12110

CONTACT
NAME: Justin Riccio
PHONE (A/C, No, Ext): 518-782-3111
E-MAIL: Justin.Riccio@jltus.com
FAX (A/C, No):

INSURED
BERKFAR-01
Berkshire Farm Center & Services For Youth
13640 State Route 22
Canaan NY 12029

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:	Indemnity Insurance Company of North America	43575
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 574288777

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	PHPK1754726	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1754726	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB911893	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C64781431	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			PHPK1754726	12/31/2017	12/31/2018	Each Incident Limit	1,000,000
							Aggregate Limit	3,000,000

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

County of Nassau and Nassau County Department of Social Services are included as Additional Insured with respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2017

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 JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110	CONTACT NAME: Justin Riccio PHONE (A/C No., Ext): 518-782-3111 E-MAIL: Justin.Riccio@jltus.com FAX (A/C No.): INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co INSURER B: Indemnity Insurance Company of Nort INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BERKFAR-01 Berkshire Farm Center & Services For Youth 13640 State Route 22 Canaan NY 12029	NAIC # 18058 43575

COVERAGES CERTIFICATE NUMBER: 2035113471 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	ADDITIONAL INSURED	INSURED W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PHPK1590096	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1590096	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	PHUB567093	12/31/2016	12/31/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C49108795	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK1590096	12/31/2016	12/31/2017	Each Incident Limit 1,000,000 Aggregate Limit 3,000,000

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

County of Nassau and Nassau County Department of Social Services are included as Additional Insured with respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

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

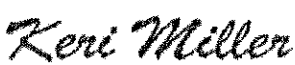
AUTHORIZED REPRESENTATIVE

Justin Riccio



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (use street address only) BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH 13640 ROUTE 22 CANAAN, NY 12029 <small>Work Location of insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 518-781-1814 1c. NYS Unemployment Insurance Employer Registration Number of Insured 0452780 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1368125
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT 3b. Policy Number of Entity Listed in Box "1a" LNY638592 3c. Policy effective period: 07/01/2017 to 06/30/2018
4. Policy covers: A. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law B. <input type="checkbox"/> Only the following class or classes of employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above. Date Signed _____ By <i>Keri Miller</i> 07/19/2017  <small>(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small> Telephone Number (800) 454-7020 Title: Manager	
IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law, mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1	
PART 2. To be completed by the NYS Workers' Compensation Board (Only If Box "4b" of Part 1 has been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. Date Signed _____ By _____ _____ <small>Signature of NYS Workers' Compensation Board Employee)</small> Telephone Number _____ Title _____	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance
agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2017

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.

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PRODUCER
JLT Specialty Insurance Services, Inc.
22 Century Hill Dr.
Suite 102
Latham NY 12110

CONTACT
NAME: Justin Riccio
PHONE
(A/C, No, Ext): 518-782-3111 FAX
(A/C, No):
E-MAIL
Address: Justin.Riccio@jltus.com

INSURED
Berkshire Farm Center & Services For Youth
13640 State Route 22
Canaan NY 12029

BERKFAR-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 574288777

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1754726	12/31/2017	12/31/2018 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1754726	12/31/2017	12/31/2018 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHU8611893	12/31/2017	12/31/2018 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	WLR C64781431	12/31/2017	12/31/2018 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1754726	12/31/2017	12/31/2018 Each Incident Limit 1,000,000 Aggregate Limit 3,000,000

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

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CERTIFICATE HOLDER

CANCELLATION

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale NY 11553

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2017

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PRODUCER JLT Specialty Insurance Services, Inc. 22 Century Hill Dr. Suite 102 Latham NY 12110		CONTACT NAME: Justin Riccio PHONE (A/C, No, Ext): 518-782-3111 E-MAIL ADDRESS: Justin.Riccio@jltus.com	
		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Indemnity Insurance Company of North America	43675
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 86317645 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	WLR C64781431	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
60 Charles Lindbergh Blvd.
Uniondale NY 11553-3686

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

Justin Riccio



E-37-18

NIFS ID:CLDA17000019 Department: District Attorney

Capital:

SERVICE: COURT REPORTING SERVICES

Contract ID #:CQDA13000001 06 NIFS Entry Date: 07-DEC-17 Term: from 01-JAN-17 to 31-DEC-17

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: PRECISE COURT REPORTING SERVICES, INC.	Vendor ID#: 11-2975988
Address: 200 OLD COUNTRY ROAD SUITE 500 MINEOLA, NY 11501	Contact Person: FLORENCE SEFF, PRESIDENT & C.E.O.
	Phone: 516-747-9393

Department:
Contact Name: ROBERT MCMANUS, DIRECTOR OF OFFICE SERVICES
Address: NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE 262 OLD COUNTRY ROAD MINEOLA, NY 11501 Phone: 516-571-3354

2016 MAR - 9 A 11:25
 NASSAU COUNTY
 CLERK OF SUPREME COURT
 SIGNATURE

Routing Slip

Department	NIFS Entry: X	12-DEC-17 -- VCORDOVA
Department	NIFS Approval: X	18-DEC-17 -- RCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	18-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	18-DEC-17 -- MSEIDLER
County Atty.	Insurance Verification: X	18-DEC-17 -- JDELLE

County Atty.	Approval to Form: X	18-DEC-17 -- JDELLE
Dep. CE	Approval: X	25-JAN-18 -- TFOX
Leg. Affairs	Approval/Review: X	19-DEC-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: ADDITIONAL FUNDS IN THE AMOUNT OF \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.
Method of Procurement: RFP# DA0625-1221 WAS ISSUED ON 07/06/2012 IN ACCORANCE WITH ALL APPLICABLE NASSAU COUNTY RULES, REGULATIONS AND PROCEDURES.
Procurement History: RFP# DA0625-1221 WAS ISSUED ON 07/06/2012. SEVEN (7) BIDS WERE RECEIVED. A SELECTION COMMITTEE IDENTIFIED THREE (3) BIDS AS HAVING THE HIGHEST SCORES BASED UPON THE CRITERIA DETAILED IN THE RFP. THOSE THREE (3) BIDDERS WERE ASKED TO SUBMIT A BEST AND FINAL OFFER. PRECISE COURT REPORTING SERVICES, INC. AND SUZANNE HAND & ASSOCIATES, INC., SUBMITTED THE TWO (2) BIDS WITH THE LOWEST COST OF THE THREE (3) FIRMS THAT WERE ASKED TO SUBMIT A BEST AND FINAL OFFER.
Description of General Provisions: TO ADD \$30,000.00 TO COVER OUTSTANDING INVOICES FOR THE 2017 CONTRACT YEAR.
Impact on Funding / Price Analysis: FUNDS FOR THIS INCREASE ARE AVAILABLE IN OUR 2017 BUDGET SUBMISSION.
Change in Contract from Prior Procurement: FUNDS FOR THIS INCREASE ARE AVAILABLE IN OUR 2017 BUDGET SUBMISSION.
Recommendation: (approve as submitted) APPROVE AS SUBMITTED

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	DA10	Revenue		1	DAGEN1100/DE500	\$ 30,000.00
Resp:	DAGEN1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 30,000.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 30,000.00		TOTAL	\$ 30,000.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. Vendor: PRECISE COURT REPORTING SERVICES, INC.

2. Dollar amount requiring NIFA approval: \$30000

Amount to be encumbered: \$30000

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: 01/01/13 TO 12/31/17

Has work or services on this contract commenced? Y

If yes, please explain: ADDING ADDITIONAL \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.

4. Funding Source:

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

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:

ADDITIONAL FUNDS IN THE AMOUNT OF \$30,000.00 TO COVER INVOICES FOR 2017 CONTRACT YEAR.

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 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.

RDALLEVA

18-DEC-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 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

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 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.

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 DISTRICT ATTORNEY'S OFFICE, AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc., to provide professional court reporting services for certain grand jury panels, 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 amendment to an agreement with Precise Court Reporting Services, 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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 500A
Mineola, New York 11501

FEDERAL TAX ID #: 11-2975988

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 _____. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the _____. _____ potential proposers requested copies of the RFP. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the two highest-ranking proposers were selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on February 6, 2013. 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 07/16/12 potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. 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.-.0

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

12/11/17

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

APPENDIX C



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: 8/08/17

Vendor: Precise Court Reporting Svcs, Inc

Signed: James E. Seff

Print Name: Florence E. Seff

Title: President & CEO

APPENDIX D

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 Florence E. Seff
Date of birth 04/26/1950
Home address 140 Old Country Road, Apt 429
City/state/zip Mineola, N.Y. 11501
Business address 200 Old Country Road, Suite 500A
City/state/zip Mineola, N.Y. 11501
Telephone 516-747-5393
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 06/15/2000 Treasurer 1/1/
Chairman of Board 06/15/2000 Shareholder 10/01/1989
Chief Exec. Officer 06/15/2000 Secretary 1/1/
Chief Financial Officer 1/1/ Partner 10/01/1989
Vice President 12/03/1993 1/1/
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire? YES X NO _____
If Yes, provide details. I own 100% of business
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 notfor-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 ☒ 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, Florence E. Seff, 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 8th day of August 2017

Debra Iadevaio

Notary Public

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 2018

Precise Court Reporting Sves, Inc.

Name of submitting business

Florence E. Seff

Print name

Florence E. Seff

Signature

President - CEO

Title

8 / 08 / 17

Date

APPENDIX D

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 Michael Seff
Date of birth 03/12/1975
Home address 25 Roundtree Dr.
City/state/zip Melville, New York 11747
Business address 200 Old Country Road, Suite 500A
City/state/zip Mineola, NY 11501
Telephone 516-747-9393
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 1/1/2000 Treasurer 06/15/2000
Chairman of Board 1/1/2000 Shareholder 1/1/2000
Chief Exec. Officer 1/1/2000 Secretary 06/15/2000
Chief Financial Officer 1/1/2000 Partner 1/1/2000
Vice President 1/1/2000
(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

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, Michael Seff, 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 8th day of August 2017

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 2018

Debra Iadevaio
Notary Public

Precise Court Reporting Services, Inc.
Name of submitting business

Michael Seff
Print name

[Signature]
Signature

Secretary-Treasurer
Title

8 / 08 / 17
Date

APPENDIX E

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.

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

Date: 8/08/17

1) Proposer's Legal Name: Precise Court Reporting Services, Inc.

2) Address of Place of Business: 200 Old Country Road, Suite 500A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? Rent

4) Federal I.D. Number or Social Security Number: 11-2975988

5) Dun and Bradstreet number: 194081857

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:
Regal Reporting d/b/a Precise; RD Glen + Assoc d/b/a Precise; S+S Reporting d/b/a Precise; En-Di Reporting d/b/a Precise. None of these companies will be performing work under this contract.

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 antitrust 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 antitrust 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 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 as collection agent 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 as collection agent 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 as a collection agent 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 would contact Nassau County and follow whatever instructions are received. If a conflict arises, we would contact the County and follow whatever instructions are received.

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 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.
- See attached
Sheet

Narrative response
(section 2)

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.



PRECISE

COURT REPORTING SERVICES

200 OLD COUNTRY ROAD SUITE 110 MINEOLA, NY 11501

November 7, 2017

Business History Form

- i) Date of formation. Precise court Reporting was formed in 1986.
- ii) The only person with any financial interest in Precise is Florence Seff who resides at 140 Old County Road, Mineola, New York
- iii) Florence Seff is the CEO and President at Precise

Michael Seff is the Treasurer and Secretary at Precise.
- iv) The company is incorporated in the State of New York.
- v) We employ approximately 25 people.
- vi) Annual revenue is approximately 1,300,000.

- 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 NYS Medicaid Fraud Control
Contact Person Jeanette Charrette
Address 120 Broadway, 13th
City/State New York, New York 10271
Telephone 212-417-5392
Fax # _____
E-Mail Address jeanette.charrette@ag.ny.gov

Company NYS Attorney General
Contact Person Marcia Bryan
Address 120 Broadway
City/State New York, New York 10271
Telephone 212-416-8751
Fax # _____
E-Mail Address Marcia.Bryan@AG.ny.gov

Company NYS Department of Health
Contact Person Nicolle Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, New York 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address nxm07@health.state.ny.us

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, Florence E. Seff, 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 8th day of August 2017

Debra Iadevaio
Notary Public

Name of submitting business: Precise Court Reporting Services, Inc.

By: Florence E. Seff
Print name

Florence E. Seff
Signature

President & CEO
Title

8 / 08 / 17 Date

DEBRA IADEVAIO
Notary Public, State of New York
No. 4943330
Qualified in Nassau County
Commission Expires Oct. 17, 20 18

COUNTY OF NASSAU

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

1. Name of the Entity: Preuse Court Reporting Services, Inc.

Address: 200 Old Country Road, Suite 501A

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2975988

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):

Florence E. Seff 140 Old Country Rd. Mineola, NY 11501

Michael Seff 25 Roundtree Dr. Melville, NY 11747

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.

Florence E. Seft 140 Old Country RD, Minerva, NY 11501

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

Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(b) 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: 8/08/17

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: President + CEO

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 500, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015, as further amended by amendment three (3) County contract number CLDA16000004, executed on behalf of the County on May 19, 2016, as amended by amendment four (4) County contract number CLDA16000010, executed on behalf of the County on January 19, 2017, (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2017, subject to early termination as provided for under the Original Agreement, to be extended to January 31, 2018, if needed, for the sole purpose of transcribing minutes taken in December, 2017 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eight Hundred Thousand Dollars (\$800,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

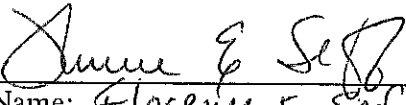
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty Thousand Dollars (\$30,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Eight Hundred and Thirty Thousand Dollars (\$830,000.00) (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.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seff
Title: Pres + CEO
Date: 12/7/17

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 7th day of December in the year 2017 before me personally came Florence E. Seff 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 the President/Chief Executive Officer of Precise Court Reporting Services, 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

TRACY E. NIEDFELD

Notary Public, State of New York

No. 01NI6074388

Qualified in Nassau County

Commission Expires May 13, 20

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 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2017

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 SECUR-ALL AGENCY One Dupont Street Suite 209 Plainview NY 11803	CONTACT NAME: Carla Solomon PHONE (A/C No. Ext): (516) 576-0300 FAX (A/C No.): (516) 576-0310 E-MAIL ADDRESS: carla@secur-all.com
INSURED Precise Court Reporting Services, Inc. 200 Old Country Rd. Suite 500A Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Assurance Co. NAIC # 10687 INSURER B: Utica National Insurance Company of 13998 INSURER C: Charter Oak Fire 25615 INSURER D: Continental Casualty Co 20443 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER **Master 2017-2018**

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 ISSUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP2016276	6/10/2017	6/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BOP2016276	6/10/2017	6/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CULP4294654	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-3H944472-16-42-G	8/10/2017	8/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors and Omissions		425608147	9/12/2016	9/12/2018	\$2,000,000 \$5,000 deductible

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

CERTIFICATE HOLDER

Nassau County
262 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

Adam Smith/CARLA

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Contract Details

SERVICE Court Reporting Services

NIFS ID #: CODA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/> <i>MSW</i>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/> <i>X</i>	12/4/12 12/4/12	<i>Vicki Cord</i> <i>YH</i>	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	<i>Ull</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	<i>G. Amato</i>	
12/10/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/10/12	<i>W. N.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/18/12	<i>Gregory L. May</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/19/12	<i>Stefan Se</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	12/20/12	<i>[Signature]</i>	



Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our 2013 budget submission.

Change in Contract from Prior Procurement:
This agreement is for \$10,000 less than a previous agreement with Veritext Court Reporting Services which it replaces.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

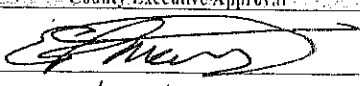

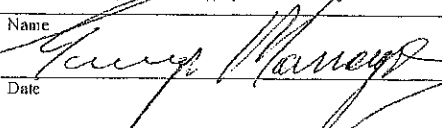
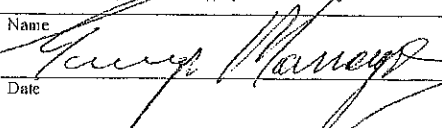
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 12/04/12

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: 12/20/12
Date: 1/23/13	Date: 	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 2-2013

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 PRECISE COURT
REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted and Passed on 1-7-13

YEAS: _____

7 yeas 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Precise Court Reporting Services, Inc. to provide professional court
reporting services for certain grand jury panels, 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 agreement
with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. — 2012

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 PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 agreement with Precise Court Reporting Services, 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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. 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 November 14, 2007. 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 the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

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-a, the department is purchasing the services required through an inter-municipal agreement.

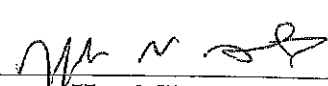
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

12/04/12
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

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4
Tracy Niedfeld							

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	10		15	5	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	15	25	10		25	5	25
Related Experience (30%)	10	30	10		30	5	30
Cost of Overall Project (30%)	10	30	15		25	15	20
Total Score	45	100	45		95	30	80
Jeffrey Stein							45

[illegible]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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 Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 1/2" by 11" paper
- Left hand margin 1 3/4"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.

Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed -- Regular (10 Day Delivery)
\$5.49	per page	For minutes transcribed -- Expedited (5 Day Delivery)
\$6.49	per page	For minutes transcribed -- Daily (Overnight Delivery)
\$0.75	per page	For replacement of minutes previously transcribed.
\$80.00	per whole day	Appearance Fee where minutes are taken.
\$40.00	per half day	Appearance Fee where minutes are taken.
\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.

- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor 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 Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(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 Contractor 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 Contractor 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 Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor 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, the Contractor agrees as follows:

- (i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 Agreement or as required by law. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor 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 Contractor'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 the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain 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.

10. 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), 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 Contractor 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 Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney 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 District Attorney.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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. (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 Contractor agrees to pay the County an administrative service charge of five hundred and 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 the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

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.

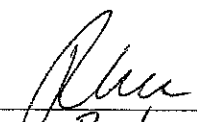
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

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 arbitrator's 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 twentyfive 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Self (Name)

200 Old Country Rd, #110, Mineola, NY 11501 (Address)

516-747-9393 (Telephone Number)

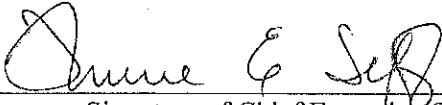
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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 authorize 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.

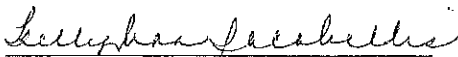
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seff
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public



Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA14000002

NIFS Entry Date: 01/27/14

Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension X
Addl. Funds X
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <u>X</u>	1/27/14 1/27/14	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/30/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/11/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/11/14	<i>[Signature]</i>	
2/13/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
2/13/14	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/18/14	<i>[Signature]</i>	



Contract Summary

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2014 to December 31, 2014.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This extends the original agreement to extend the services for a period of one year from January 1, 2014, to December 31, 2014. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our approved 2014 budget.

Change in Contract from Prior Procurement:
No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 01/27/14

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 <u>[Signature]</u>
Name <u>J. L. [Signature]</u>	Name <u>[Signature]</u>	Date <u>3/18/14</u>

Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Date	Date	E #: <small>(For Office Use Only)</small>
------	------	---

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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 02/06/13. 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 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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.

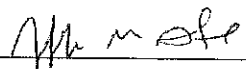
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

01/27/14
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



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/27/14

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2013 with four (4), one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2015, if needed, for the sole purpose of transcribing minutes taken in December, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Amended Maximum Amount").

3. 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.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of January in the year 2014 before me personally came Florence E. Seiff 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 the President/CEO of Precise Court Reporting, 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.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of March in the year 2014 before me personally came Richard E. 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 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.

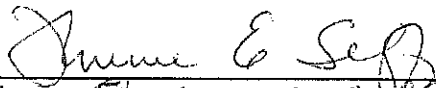
NOTARY PUBLIC

Concetta A. Petrucci


CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P00252026
Qualified in Nassau County
Commission Expires April 02, 2016

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President + CEO
Date: 11/22/14

NASSAU COUNTY

By: 
Name: Richard Robinson Walker
Title: County Executive
☒ Deputy County Executive
Date: 3/18/14

PLEASE EXECUTE IN BLUE INK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2014

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 SECUR-ALL AGENCY One Dupont Street Suite 209 Plainview NY 11803	CONTACT NAME: Kathleen Bogdan PHONE (A/C No. Ext): (516) 576-0300 E-MAIL: katheeb@secur-all.com ADDRESS: (516) 576-0310
INSURED Precise Court Reporting Services Inc. 200 Old Country Rd. Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Assurance Co. NAIC # 10687 INSURER B: Utica Mutual Insurance Company 25976 INSURER C: Continental Casualty Co 20443 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER Master 2013-14

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	BOP2016276	6/10/2013	6/10/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOPAGS \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BOP2016276	6/10/2013	6/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Umbrella covers over Auto CULP4294654	2/9/2013 2/9/2014	2/9/2014 2/9/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors and Omissions			425608147	9/12/2012	9/12/2014	\$2,000,000 Each Occurrence \$5,000 Deductible

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

CERTIFICATE HOLDER

CANCELLATION

Nassau County
262 Old Country Road
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

Adam Smith/CARLA

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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAXID #: 11-2975988

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 02/06/13. 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 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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.

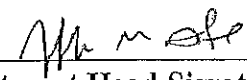
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

01/27/14
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 Details

SERVICE Court Reporting Services

NIFS ID #: CQDA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	12/4/12 12/4/12	Vicki Card [Signature]	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	[Signature]	
12/10/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/10/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/18/12	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/19/12	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/20/12	[Signature]	



Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our 2013 budget submission.

Change in Contract from Prior Procurement:

This agreement is for \$10,000 less than a previous agreement with Veritext Court Reporting Services which it replaces.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

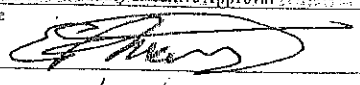

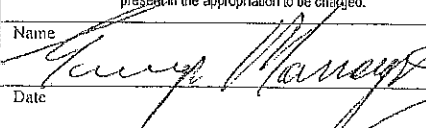
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 12/04/12

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: 12/20/12
Date: 1/23/13	Date:	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 2-2013

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 PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted by Voice Vote on 1-7-13

ROLL CALL:

Ayes 7 noyes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 agreement with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2012

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 PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 agreement with Precise Court Reporting Services, 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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. 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 November 14, 2007. 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 the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

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.

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- ☐ 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.
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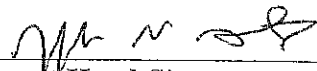
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In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ 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

12/04/12
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

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4
Tracy Niedfeld							

[illegible]

[illegible]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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 Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 ½" by 11" paper
- Left hand margin 1 ¾"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.

Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed – Regular (10 Day Delivery)
\$5.49	per page	For minutes transcribed – Expedited (5 Day Delivery)
\$6.49	per page	For minutes transcribed – Daily (Overnight Delivery)
\$0.75	per page	For replacement of minutes previously transcribed.
\$80.00	per whole day	Appearance Fee where minutes are taken.
\$40.00	per half day	Appearance Fee where minutes are taken.
\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.

- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor 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 Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(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 Contractor 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 Contractor 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 Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor 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, the Contractor agrees as follows:

- (i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 Agreement or as required by law. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor 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 Contractor'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 the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain 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.

10. 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), 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 Contractor 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 Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney 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 District Attorney .

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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. (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 Contractor agrees to pay the County an administrative service charge of five hundred and 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 the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

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.

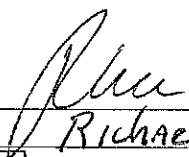
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24th day of September in the year 2012 before me personally came Florence E. Seff 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 the President / CEO of Precise Court Reporting, 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.

Kelly Ann Jacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 14

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of February in the year 2013 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 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. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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 arbitrator's 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 twentyfive 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Seff (Name)

200 Old Country RD, #110, Mineola, NY 11501 (Address)

516-747-9393 (Telephone Number)

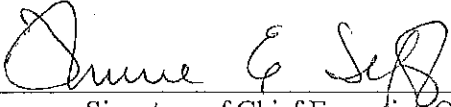
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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.

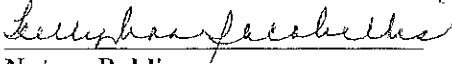
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seft
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public

Contract ID#: CODA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

SERVICE Court Reporting Services

E-23-15

Contract Details

NIFS ID #: CLDA15000001

NIFS Entry Date: 01/15/15 Term: 01/01/15 - 12/31/15

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/15/15 1/16/15	<i>Vicki...</i> <i>W. Mat...</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/29/15	<i>William...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/29/15	<i>Q. Amato</i>	
1/29/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/29/15	<i>W. P. ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/2/15	<i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	2/19/15	<i>S. J. ...</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/17/15	<i>B. ...</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/30/15	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2015 to December 31, 2015.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This amends the original agreement to extend the services for a period of one year from January 1, 2015, to December 31, 2015. The County at its sole discretion may renew this Agreement under the same terms and conditions for two (2) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2015 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ


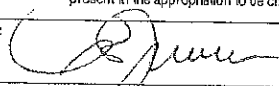
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **R. McManus**

Date: **01/15/15**

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name:  Date: 1/30/15 E #:	
Name: RB Date: 3/11/15		Name:  Date: 3/17/15			

E-23-15

RULES RESOLUTION NO. 31 - 2015

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 DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2/2/15

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2015

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 DISTRICT ATTORNEY'S OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 Precise Court Reporting Services, Inc.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA 14000002, executed on behalf of the County on March 18, 2014 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2016, if needed, for the sole purpose of transcribing minutes taken in December, 2015.

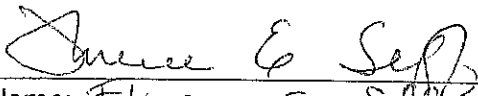
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Amended Maximum Amount").

3. 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.

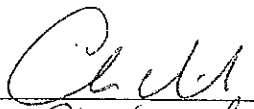
{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seft
Title: President & CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/2/15

**CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE**

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of December in the year 2014 before me personally came Florence E. Seff 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 the President / CEO of Precise Court Reporting, 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.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 30-4943306
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES OCT 17, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31 day of March in the year 2015 before me personally came Charles R. Bando 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

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FES259029
Qualified in Nassau County
Commission Expires April 02, 2016

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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 02/06/13. 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 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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.

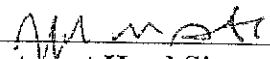
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

01/15/15
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. 02/04



MADLINE SINGAS
ACTING
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/15/15

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001) (CLDA14000002)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702



Contract Details

SERVICE Court Reporting Services

NIFS ID #: CQDA13000001

NIFS Entry Date: 12/04/12

Term: from 01/01/13 to 12/31/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988	Department Contact Robert McManus	
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Self President & C.E.O.	Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501	
	Phone (516) 747-9393	Phone (516) 571-3354	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & For'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept Head) Contractor Registered <input checked="" type="checkbox"/>	12/4/12 12/4/12	<i>Uick Card</i> <i>Ys r 2</i>	
12/16	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/16	<i>Uick</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/10/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/12	<i>G. G. G. G.</i>	
12/12/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/12/12	<i>Ys r 2</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	For'd Original Contract to CA <input type="checkbox"/>	12/18/12	<i>Ys r 2</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	12/18/12	<i>Ys r 2</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	12/18/12	<i>Ys r 2</i>	
	County Executive	Notarization Filed with Clerk of the Leg <input type="checkbox"/>	12/20/12	<i>Ys r 2</i>	

Contract Summary

Description: This is a one year agreement for professional court reporting services for certain grand jury panels. This agreement covers the period from January 1, 2013 to December 31, 2013.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This agreement is for a period of one year from January 1, 2013, to December 31, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms subject to Nassau County Rules Committee approval. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this agreement shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00).

Impact on Funding: Price Analysis:

Funding Profile and amount for projects included in our 2011 budget can be found on:

1. *Phragmites australis* (Cav.) Trin. ex Steud.

[illegible]

1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524

Advertisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT
FUND	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXX
Source	RATE	County		\$100.0000
Equip	DA	Federal		\$
	GEN	State		\$
	Flow	County		\$
	By	Other		\$
	Sup	Capital		\$
	CM			\$

8-2-13

RULES RESOLUTION NO. 2 - 2013

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 PRECISE COURT
REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature

Adopted on 1-7-13

by a vote of

7 yeas 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Precise Court Reporting Services, Inc. to provide professional court
reporting services for certain grand jury panels, 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 agreement
with Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. – 2012

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 PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 agreement with Precise Court Reporting Services, 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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Ste. 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 07/16/12. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the Nassau County Purchasing website. Seven (7) potential proposers requested copies of the RFP. Proposals were due on 08/08/12. Seven (7) proposals were received and evaluated. The evaluation committee consisted of Jeffrey M. Stein, Tracy Niedfeld and Elise McCarthy. 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 November 14, 2007. 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 the ACISS Sytems, Inc., software was purchased under the Operation Impact III grant awarded to the Nassau County District Attorney's Office from the New York State Division of Criminal Justice Services. A copy of the most recent satisfactory evaluation of the contractor's performance is attached.

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-a, the department is purchasing the services required through an inter-municipal agreement.

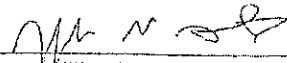
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

12/04/12
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

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Verifext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	5	15	15	15	15
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	25	25	15	25	25	25	15
Related Experience (30%)	10	30	10	30	10	30	25
Cost of Overall Project (30%)	22	28	26	20	24	18	30
Total Score	67	98	56	90	74	88	85
Choice Order (1 = Best)	6	1	7	2	5	3	4

Tracy Nierfeld

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	3	11	7	15	5	13	9
Vendor Profile: Organization, Capacity, Staffing, Resumes (25%)	12	25	5	25	2	25	10
Related Experience (30%)	10	30	10	30	10	30	20
Cost of Overall Project (30%)	5	30	5	25	10	5	15
Total Score	30	96	27	95	27	73	54
Elise McCarthy							

BID SCORING SHEET	Lex Reporting Service	Precise Court Reporting	Sandy Saunders Reporting	Suzanne Hand & Associates, Inc.	Top Key Court Reporting, Inc.	Veritext	Rich Moffett
Contract Requirements/ Proposed Solution (15%)	10	15	10	15	5	15	10
Vendor Profile Organization, Capacity, Staffing, Resumes (25%)	15	25	10	25	5	25	5
Related Experience (30%)	10	30	10	30	5	30	10
Cost of Overall Project (30%)	10	30	15	25	15	10	20
Total Score	45	100	45	85	30	80	45
Jeffrey Stein							

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of the District Attorney's Office, having its principal office at 262 Old Country Rd., Mineola, New York 11501 (the "Department"), and (ii) **Precise Court Reporting Services Inc.**, having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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 Agreement shall commence on January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement, except that the termination date is extended to January 31, 2014, if needed, for the sole purpose of transcribing minutes taken in December, 2013. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"), each Renewal Period subject to Nassau County Rules Committee approval. In the event this Agreement is renewed, the termination date will be extended, if needed, to January 31st of the year following each Renewal Period, for the sole purpose of transcribing minutes taken in December of such Renewal Period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing court reporting services for certain Grand Jury panels held from January 1, 2013 through December 31, 2013 on an "as needed" basis pursuant to a schedule provided by the Department. Contractor will produce transcript pages in accordance with the standard set forth by the United Court System.

(a) A page is defined as follows:

- 25 numbered lines, not including title, date or page numbers
- 8 ½" by 11" paper
- Left hand margin 1 ¾"
- Right hand margin 3/8"
- Writing block – horizontal 6 5/6"
- Writing block – vertical 9"
- Q & A = 5 then to margin
- Colloquy – 15 then 5

OWNERSHIP DISCLOSURE DOCUMENT

Precise Court Reporting Services, Inc.
200 Old Country Rd., Suite 110
Mineola, NY 11501

SOLE OWNER AND PRINCIPAL:

Florence E. Seff
116 Bayview Ave.
Babylon, NY 11702

- Space stops 5-5-5
- 10 characters per inch
- 13 lines minimum for billable page

(b) Additional transcript format requirements and limitations:

- Burden of proof should not be transcribed unless specifically part of the record of a particular case.
- An index is not required, and such pages cannot be billed.
- The Certification does not need to start on a new page and must follow the last line of transcription as closely as space permits.
- New witnesses do not need to be started on a new page.

(c) No minutes shall be transcribed unless an indictment is returned, unless specifically requested by an Assistant District Attorney (ADA) from the Department. A "Prosecutor's Information" is not an indictment.

(d) In the event an indictment is returned, Contractor should transcribe such minutes, unless an ADA from Department specifies that no minutes should be transcribed.

(e) Unless otherwise requested, transcripts shall be delivered in final form to Department within ten (10) working days of the date the indictment is returned, or within ten (10) working days after requested by an ADA from Department where initially a request not to transcribe has been made.

(f) In the event an ADA from Department requests expedited minutes, transcripts shall be delivered in final form to Department within five (5) working days from date request was made.

(g) In the event an ADA from Department requests daily minutes, transcripts shall be delivered in final form to Department on the working day following the date the request was made.

(h) Transcript Delivery. All transcripts must be hand delivered to the Department by an employee of the Contractor who has undergone the required Background Investigation (as such term is later defined in this Agreement).

(i) Background checks. (i) The Contractor agrees to secure the services of a reputable company to conduct a thorough background investigation (a "Background Investigation") for each of its employees (including but not limited to, Court Reporters, Typists, Messengers, etc.) who will be providing services under this Agreement. The nature and scope of a Background Investigation shall include without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. (ii) The expense of each Background Investigation is to be incurred solely by the Contractor and each Background

Investigation must be updated annually. (iii) Proper documentation of findings and determinations of such Background Investigations, including a comprehensive listing of all of the Contractor's Agents and their function, must be supplied to the Department prior to the commencement of Services by the Contractor's Agents.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). Payment for each possible Renewal Period is contingent on all necessary County and other governmental approvals, including Nassau County Rules Committee approval. The Maximum Amount shall be payable in accordance with the following rate schedule

Minimum Fee for Contractor Appearance Only where no minutes were taken. (For these Minimum Fees to apply the Contractor must have appeared but not taken any minutes of any proceedings.)

\$315.00	per whole day	Minimum Fee for Whole Day Appearance where no minutes were taken.
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\$175.00	per half day	Minimum Fee for Half Day Appearance where no minutes were taken.
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Transcription Rates/Appearance Fees/Minimum Fees where minutes were taken.

\$4.49	per page	For minutes transcribed – Regular (10 Day Delivery)
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\$5.49	per page	For minutes transcribed – Expedited (5 Day Delivery)
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\$6.49	per page	For minutes transcribed – Daily (Overnight Delivery)
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\$0.75	per page	For replacement of minutes previously transcribed.
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\$80.00	per whole day	Appearance Fee where minutes are taken.
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\$40.00	per half day	Appearance Fee where minutes are taken.
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\$50.00	per evening (after 6:00 PM)	Appearance Fee where minutes are taken.
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\$375.00	per whole day	Minimum Fee for Whole Day Appearance where minutes are taken.
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\$215.00	per half day	Minimum Fee for Half Day Appearance where minutes are taken.
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- (For the Minimum Fees to apply the Contractor must have appeared and taken minutes; and the total pages transcribed plus the appropriate appearance fee(s) must be less than the applicable minimum fee).

Please note: Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Grand Jury date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Grand Jury date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted and any balance due may be billed.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor 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 Payment Claims. The Contractor shall submit claim vouchers at time transcripts are delivered to Department, or in the case where claim voucher is for a minimum fee where no minutes were transcribed, no later than one month following the Grand Jury date. For end of year processing, claim vouchers and transcripts for minutes taken or requested during the last month of the Agreement must be delivered to Department no later than close of business on the last day of the month following the last day of the contract term.

(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 Contractor 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 Contractor 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 Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor 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, the Contractor agrees as follows:

- (i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 Agreement or as required by law. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges that names of witnesses are confidential and may not appear on any documentation other than the submitted transcript and claim vouchers sent by the Contractor to the County for payment. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) in accordance with Law, or (iii) upon legal compulsion. The provisions of this Section shall survive the termination of this Agreement and breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor 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 Contractor'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 the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain 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.

10. 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor delivering to the District Attorney or other head of the Department (the "District Attorney"), 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 Contractor 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 Contractor's right to terminate under this subsection. A copy of the notice given to the District Attorney 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 District Attorney.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, the County consents to the Contractor providing copies of transcripts to third parties as is customary in the ordinary course of business.

13. Accounting Procedures; Records. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 District Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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. (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 Contractor agrees to pay the County an administrative service charge of five hundred and 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 the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be

payable to the order of "Nassau County."

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 Left Blank)

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PRECISE COURT REPORTING SERVICES INC.

By: 
Name: Florence E. Seff
Title: President + CEO
Date: 9/24/12

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/6/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24th day of September in the year 2012 before me personally came Florence E. Seff 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 the President / CEO of Precise Court Reporting, 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.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 14

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of February in the year 2013 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 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. 01PE3250026
Qualified in Nassau County
Commission Expires April 02, 2016

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 arbitrator's 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 twentyfive 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Florence E. Seff (Name)

200 Old Country Rd, #110, Mineola, NY 11501 (Address)

516-747-9393 (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.

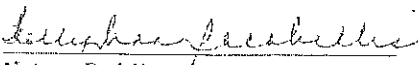
9-24-12
Dated


Signature of Chief Executive Officer

Florence E. Seff
Name of Chief Executive Officer

Sworn to before me this

24th day of September, 2012.


Notary Public

CQDA13000001 04
CLDA16000004



Department: District Attorney

E-86-16

SERVICE: Court Reporting Services

Contract Details

NIFS ID #: CLDA16000004

NIFS Entry Date: 02/23/16 Term: 01/01/16 -- 12/31/16

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	2/23/16 2/23/16	<i>Rich Axel</i> <i>W. M. ...</i>	
2/25/16	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	2/25/16	<i>William Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/1/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/2/16	<i>G. Amato</i>	
3/1/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/1/16	<i>Fac. by ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
3/18/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/18/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/15/16	<i>[Signature]</i>	
4/4/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/4/16	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2016 to December 31, 2016.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:
RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:
This is an extension of the original agreement for a period of one year from January 1, 2016, to December 31, 2016. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:
Funding for this agreement has been included in our approved 2016 budget.

Change in Contract from Prior Procurement:
No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	BE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 02/23/16

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 present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>Michael J. Cohen</u>	Name: <u>[Signature]</u>	Date: <u>4/4/16</u>
Date: <u>5/5/2016</u>	Date: <u>5/5/16</u>	E #: <u>[Blank]</u>



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: Precise Court Reporting Svcs, Inc

Dated: 3-28-16

Signed: Florence E. Self

Print Name: Florence E. Self

Title: Pres + CEO

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/bidder. Answers must be 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.

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

1. Principal Name Florence E. Seff
 Date of birth 04 / 26 / 1950
 Home address 140 Old Country Road, Apt. 429
 City/state/zip Mineola, N.Y. 11501
 Business address 200 Old Country Road, Suite 500A
 City/state/zip Mineola, N.Y. 11501
 Telephone 516-747-9393
 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 06 / 15 / 2000 Treasurer _____
 Chairman of Board 06 / 15 / 2000 Shareholder 10 / 01 / 89
 Chief Exec. Officer 06 / 15 / 2000 Secretary _____
 Chief Financial Officer _____ Partner 10 / 01 / 89
 Vice President 12 / 03 / 93 _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES X If Yes, provide details. I own 100% of business
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 ☒ 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, Florence E. Seff, 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 28th day of March 2016

Joann Pyne Wunderlin
Notary Public

Precise Court Reporting Svcs. Inc
Name of submitting business

Florence E. Seff

Print name

Florence E. Seff

Signature

Pres & CEO

Title

03 / 28 / 2016

Date

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 2019

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.

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: 3-28-16

1) Bidder's/Proposer's Legal Name: Precise Court Reporting Svcs, Inc

2) Address of Place of Business: 200 Old Country Road, Suite 500A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 194081857

5) Federal I.D. Number: 11-2975988

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: Regal Reporting - d/b/a Precise; RD Glen & Assoc - d/b/a Precise; S&S Reporting - d/b/a Precise; En-De Reporting - d/b/a Precise. None of these companies will be performing work under this contract.

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). _____

- 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 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 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 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 do not make political contributions.

- 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 **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
sheet

- 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 NYS Medicaid Fraud Control

Contact Person Jeanette Charrette

Address 120 Broadway, 13fl

City/State New York, New York

Telephone 212-417-5392

Fax# _____

E-Mail Address jeanette.charrette@ag.ny.gov

Company NYS Department of Health
Contact Person Nicole Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, NY 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address NXm07@health.state.ny.us

Company Kings County District Attorney's Office
Contact Person Jacqueline Bartley
Address 350 Jay Street, 10 Fl
City/State Brooklyn, NY 11201
Telephone 718-250-4957
Fax # _____
E-Mail Address bartleyje@brooklyn.da.org

- E. 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.

PRECISE COURT REPORTING SERVICES, INC.

200 Old Country Road, Suite 110
Mineola, New York 11501

March 31, 2016

Robert McManus, Director of Office Services
Nassau County District Attorney's Office
Administration Bureau
262 Old Country Road
Mineola, New York 11501

1. NARRATIVE RESPONSE

Precise Court Reporting, Inc. is a qualified court reporting agency to provide services for the Nassau County District Attorney's Office for grand jury proceedings. We previously provided this service to the Nassau County District Attorney's Office for over 20 years.

Precise Court Reporting Services, Inc. has its' executive headquarters and business processing office at 200 Old Country Road, Mineola, New York, within walking distance to the Nassau County Court complex. The company has been incorporated since 1986. It is solely owned by Florence E. Seff, who resides at 140 Old Country Road, Mineola, New York. She is the President and CEO. The company is a New York corporation that employs approximately 25 people and has annual revenues in excess of one million dollars.

The company has been privileged to provide Grand Jury court reporting services to various United States Government agencies such as the United States Attorney Generals Office, The Department of Law and Medicaid Fraud Control. We also provide stenographic services to the State Division of Paroles, New York State Department of Health, Nassau County Attorney's Office as well as individual attorneys. For many years we have also been the exclusive provider of court reporting services to the Nassau County Legislature.

Precise Court Reporting Services, Inc. is certified as a Woman Owned Business by the State of New York, City of New York and the County of Nassau. The company is also registered as a vendor with Nassau County.

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, Florence E. Seff, 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 28th day of March 2016

Joann Pyne Wunderlin
Notary Public

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 2019

Name of submitting business: Preese Court Reporting Sves, Inc

By: Florence E. Seff Print

Florence E. Seff
Signature

President + CEO
Title

03 / 28 / 2016 Date

RULES RESOLUTION NO. 88 2016

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 DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 Precise Court Reporting Services, Inc.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, and as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2015 with two (2) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) remaining renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2017, if needed, for the sole purpose of transcribing minutes taken in December, 2016.

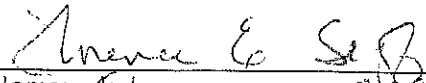
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Amended Maximum Amount").

3. 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.

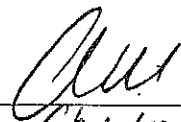
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: Pres - CEO
Date: 2/17/16

NASSAU COUNTY

By: 
Name: Charles Ribic
Title: County Executive
☒ Deputy County Executive
Date: 3/18/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of February in the year 2016 before me personally came Florence Self 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 the President / CEO of Precise Court Reporting, 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.

Joann Pyne Wunderlin
NOTARY PUBLIC

JOANN PYNE WUNDERLIN
Notary Public, State of New York
No. 01PY6160225
Qualified in Nassau County
Commission Expires Jan. 29, 20 19

STATE OF NEW YORK)

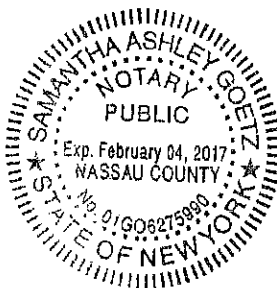
)ss.:

COUNTY OF NASSAU)

On the 19th day of May 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 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

Samantha Goetz



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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 02/06/13. 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 proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

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

02/23/16
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. 09/15



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 02/23/16

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)/(CLDA16000004)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

Contract ID#: CQDA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

SERVICE Court Reporting Services

E-23-15

Contract Details

NIFS ID #: CLDA15000001

NIFS Entry Date: 01/15/15 Term: 01/01/15 -- 12/31/15

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor		County Department	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988	Department Contact Robert McManus	
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393	Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501 Phone (516) 571-3354	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/15/15 1/16/15	<i>John A. ...</i> <i>W. ...</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/20/15	<i>William ...</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/29/15	<i>Q. Amato</i>	
1/29/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/29/15	<i>W. ...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd Original Contract to CA <input type="checkbox"/>	2/6/15	<i>Concetta A. Petrucci</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	2/19/15	<i>W. ...</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/17/15	<i>W. ...</i>	
	County Executive	Notification Filed with Clerk of the Leg. <input type="checkbox"/>	3/30/15	<i>W. ...</i>	

Contract Summary

PR5254 (1/06)

Contract ID#: CODA13000001 03
Amendment ID# CLDA15000001



Department: District Attorney

Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2015 to December 31, 2015.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This amends the original agreement to extend the services for a period of one year from January 1, 2015, to December 31, 2015. The County at its sole discretion may renew this Agreement under the same terms and conditions for two (2) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2015 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4	<i>J. Amato 7/29/15</i>	\$
5		\$
6		\$
TOTAL		\$160,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 01/15/15

NIPS Certification I certify that this document was accepted into NIPS. Name: <i>RB</i> Date: <i>3/15/15</i>	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>[Signature]</i> Date: <i>3/17/15</i>	County Executive Approval Name: <i>[Signature]</i> Date: <i>1/30/15</i> E #: <i>(For Office Use Only)</i>
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E-23-15

RULES RESOLUTION NO. 31 - 2015

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 DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/2/15
YEERING:
yes 7 ayes 0 abstained 0 recused 0
Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide professional court reporting services for certain grand jury panels, 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 Precise Court Reporting Services, Inc.

RULES RESOLUTION NO. - 2015

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 DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Precise Court Reporting Services, Inc. to provide
professional court reporting services for certain grand jury panels, 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 Precise Court Reporting Services, Inc.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA 14000002, executed on behalf of the County on March 18, 2014 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2014 with three (3) remaining one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2016, if needed, for the sole purpose of transcribing minutes taken in December, 2015.

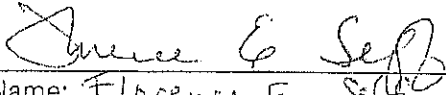
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred and Eighty Thousand Dollars (\$480,000.00) (the "Amended Maximum Amount").

3. 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.

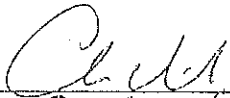
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President & CEO
Date: 12/23/14

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 2/27/15

CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of December in the year 2014 before me personally came Florence E. Self 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 the President/CEO of Precise Court Reporting, 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.

Kelly Ann Iacobellis
NOTARY PUBLIC

KELLY ANN IACOBELLIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 30-4943306
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES OCT 17, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31 day of March in the year 2015 before me personally came Charles B. Bando 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

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01465230023
Qualified in Nassau County
Commission Expires April 02, 2016

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

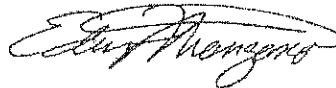
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: Precise Court Reporting Svcs, Inc
Address: 200 Old Country Road Suite 500
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 11-2975988
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):

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501
Michael Seff 25 Roundtree Dr., Melville, NY 11747

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.

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

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):

Not applicable

Page 3 of 4

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

Not applicable

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

Not applicable

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: 2/17/16

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: Pres. CEO

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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.

Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Contract Details

SERVICE Court Reporting Services

NIFS ID #: CLDA14000002

NIFS Entry Date: 01/27/14

Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 110 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	1/27/14 1/27/14	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	1/30/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/11/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/11/14	<i>[Signature]</i>	
2/13/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
2/13/14	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	2/13/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	2/18/14	<i>[Signature]</i>	

Contract ID#: CODA13000001 02
CLDA14000002



Department: District Attorney

Contract Summary

Description: This is an extension of a previous agreement for one year for professional court reporting services for certain grand jury panels in accordance with the terms of the original agreement. This extension covers the period from January 1, 2014 to December 31, 2014.
Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.
Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.
Procurement History: RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.
Description of General Provisions: This extends the original agreement to extend the services for a period of one year from January 1, 2014, to December 31, 2014. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this extension shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.
Impact on Funding / Price Analysis: Funding for this agreement has been included in our approved 2014 budget.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 01/27/14

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 the contract is present in the appropriation to be charged	Name: [Signature] Date: 3/13/14
Name: J. [Signature] Date: 3/14/14	Name: [Signature] Date: 3/14/14	

Contract ID#: CQDA13000001 02
CLDA14000002



Department: District Attorney

Date	Date	E #:
------	------	------

(For Office Use Only)

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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Road, Suite 110, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 02/06/13. 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 07/16/12. Seven (7) proposals were received and evaluated. The two (2) highest-ranking proposals were accepted based on pre-established criteria. A copy of the most recent evaluation of the contractor's performance is attached. The contractor has received a satisfactory evaluation.

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.

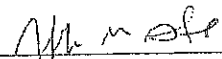
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

01/27/14
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



KATHLEEN M. RICE
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 01/27/14

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 110
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Mineola, New York, 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013 (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2013 with four (4), one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

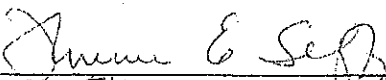
1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2015, if needed, for the sole purpose of transcribing minutes taken in December, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred and Twenty Thousand Dollars (\$320,000.00) (the "Amended Maximum Amount").


3. 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 Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Self
Title: President + CEO
Date: 11/22/14

NASSAU COUNTY

By: 
Name: Richard Robinson Walker
Title: County Executive
☒ Deputy County Executive
Date: 3/18/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of January in the year 2014 before me personally came Florence E. Seiff 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 the President/CEO of Precise Court Reporting, 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.

Kelly Ann Jacobellis
NOTARY PUBLIC

KELLY ANN JACOBELLIS
NOTARY PUBLIC, State of New York
No. 30-4943306
Qualified in Nassau County
Commission Expires October 17, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of March in the year 2014 before me personally came Richard E. 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 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

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FEC000023
Qualified in Nassau County
Commission Expires April 02, 2016

E-278-16

CODA13000001 05
CLDA16000010Department: District Attorney**Contract Details**SERVICE Court Reporting ServicesNIFS ID #: CLDA16000010NIFS Entry Date: 11/10/16 Term: 01/01/17 -- 12/31/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Precise Court Reporting Services, Inc.	Vendor ID# 11-2975988
Address 200 Old Country Road Suite 500 Mineola, NY 11501	Contact Person Florence Seff President & C.E.O. Phone (516) 747-9393

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd. Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	11/14/16 11/14/16	<i>[Signature]</i> <i>[Signature]</i>	
11/14/16	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	11/15/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/29/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/29/16	<i>[Signature]</i>	
11/30/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/30/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>		<i>[Signature]</i>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	11/17/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/17/16	<i>[Signature]</i>	
11/16/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/16/16	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment extending a previous agreement for one year for professional court reporting services for certain grand jury panels. This amendment covers the period from January 1, 2017 to December 31, 2017.

Purpose: The Nassau County District Attorney's Office is required by law to furnish transcripts of grand jury proceedings upon request of defendants and/or their counsel.

Method of Procurement: RFP # DA0625-1221 issued on 07/16/12 in accordance with all applicable Nassau County Rules, Regulations and Procedures.

Procurement History:

RFP # DA0625-1221 was issued on 07/16/12. Seven (7) bids were received. A selection committee identified three (3) bids as having the highest scores based upon the criteria detailed in the RFP. Those three (3) bidders were asked to submit a best and final offer. Precise Court Reporting Services, Inc., and Suzanne Hand & Associates, Inc., submitted the two bids with the lowest cost of the three firms that were asked to submit a best and final offer.

Description of General Provisions:

This is an extension of the original agreement for a period of one year from January 1, 2017, to December 31, 2017. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this amendment shall not exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the annual period.

Impact on Funding / Price Analysis:

Funding for this agreement has been included in our approved 2017 budget.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	DA10
Resp:	DA GEN 1100
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$160,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGEN1100/DE500	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$160,000.00

Document Prepared By: R. McManus

Date: 11/10/16

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 present in the appropriation to be charged.	Name <u>[Signature]</u>
Name <u>[Signature]</u>	Name <u>[Signature]</u>	Date <u>11/16/16</u>
Date <u>11/9/17</u>	Date <u>11/9/17</u>	(For Office Use Only)
		E #:

RULES RESOLUTION NO. ⁴²⁹ - 2016

F. 278-12

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 DISTRICT ATTORNEY'S
OFFICE AND PRECISE COURT REPORTING SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-14-16
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present 6

WHEREAS, the County has negotiated an amendment to a personal services agreement with Precise Court Reporting Services, Inc. to provide court reporting services to the Department, 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 amended agreement with Precise Court Reporting Services, 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: Precise Court Reporting Services, Inc.

CONTRACTOR ADDRESS: 200 Old Country Rd., Suite 500, Mineola, NY 11501

FEDERAL TAX ID #: 11-2975988

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 02/06/13. 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 proposals was issued on 07/16/12. Seven (7) proposals were evaluated and the highest ranking proposer was selected. A copy of the most recent evaluation of the contractor's performance is attached.

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.

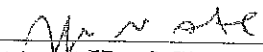
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

11/10/16
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. 09/15



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: 10/27/16

Vendor: Precise Court Reporting Svcs, Inc

Signed: Florence E. Self

Print Name: Florence E. Self

Title: President - CEO

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/bidder. Answers must be 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.

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

1. Principal Name Florence E. Seff
 Date of birth 04/26/1950
 Home address 140 Old Country Road, Apt 429
 City/state/zip Mineola, NY 11501
 Business address 200 Old Country Rd, Suite 500A
 City/state/zip Mineola, NY 11501
 Telephone 516-747-9393
 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 06/15/2000 Treasurer _____
 Chairman of Board 06/15/2000 Shareholder 10/01/89
 Chief Exec. Officer 06/15/2000 Secretary _____
 Chief Financial Officer _____ Partner 10/01/89
 Vice President 12/03/93 _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES X If Yes, provide details. I own 100% of business.
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 5? 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, Florence E. Seff, 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 27 day of October 2016

Francis X. Gray
Notary Public

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 20 19

Precise Court Reporting Svcs. Inc
Name of submitting business

Florence E. Seff
Print name

Florence E. Seff
Signature

Pres + CEO
Title

10 / 27 / 16
Date

OWNERSHIP DISCLOSURE DOCUMENT

PRECISE COURT REPORTING SERVICES, INC.
200 OLD COUNTRY ROAD, SUITE 500
MINEOLA, NEW YORK 11501

SOLE OWNER AND PRINCIPAL:

FLORENCE E. SEFF
116 BAYVIEW AVENUE
BABYLON, NEW YORK 11702

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 Michael Seff
Date of birth 03/12/1975
Home address 25 Roundtree Drive
City/state/zip Melville, NY 11747
Business address 200 Old Country Road
City/state/zip Mineola, NY 11501
Telephone 516-747-9393
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 1/1/06 Treasurer 06/15/2000
Chairman of Board 1/1/06 Shareholder 1/1/06
Chief Exec. Officer 1/1/06 Secretary 06/15/2000
Chief Financial Officer 1/1/06 Partner 1/1/06
Vice President 1/1/06
(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 ☒
 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 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.

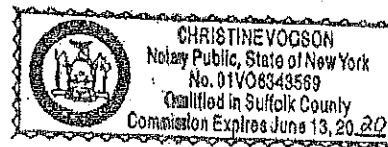
CERTIFICATION

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I, Michael Seff, 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 1st day of December 2016

Christine Vogson
Notary Public



Precise Court Reporting Svcs, Inc
Name of submitting business

Michael Seff
Print name

Michael Seff
Signature

Secretary Treasurer
Title

12, 1, 2016
Date

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.

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: 10-27-16

1) Bidder's/Proposer's Legal Name: Precise Court Reporting Svcs, Inc.

2) Address of Place of Business: 200 Old Country Road, Suite 501A, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-747-9393

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 194081857

5) Federal I.D. Number: 11-2975988

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: Regal Reporting d/b/a Precise; RD Glenn & Assoc, d/b/a Precise; S+S Reporting, d/b/a Precise; En-De Reporting - d/b/a Precise. None of these companies will be performing work under this contract.

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). _____

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 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 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. If a conflict arises we would contact the County and follow whatever instructions are received.

- 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 **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
Sheet

- 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 NYS Medicaid Fraud Control

Contact Person Jeannette Charrette

Address 120 Broadway, 13 fl

City/State New York, New York

Telephone 212-417-5392

Fax# _____

E-Mail Address jeannette.charrette@ag.ny.gov

Company NYS Department of Health
Contact Person Nicole Mailloux
Address Riverview Center, 150 Broadway #510
City/State Albany, NY 12204
Telephone 518-402-0748
Fax # _____
E-Mail Address nxm07@health.state.ny.us

Company NYS Attorney General
Contact Person Marcia Bryan
Address 120 Broadway, 22 fl
City/State New York, New York
Telephone 212-416-8751
Fax # _____
E-Mail Address Marcia.Bryan@AG.ny.gov

- E. 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.

PRECISE COURT REPORTING SERVICES, INC.

200 Old Country Road, Suite 500A

Mineola, New York 11501

October 27, 2016

Robert McManus, Director of Office Services
Nassau County District Attorney's Office
Administration Bureau
262 Old Country Road
Mineola, New York 11501

1. NARRATIVE RESPONSE

Precise Court Reporting, Inc. is a qualified court reporting agency to provide services for the Nassau County District Attorney's Office for grand jury proceedings. We previously provided this service to the Nassau County District Attorney's Office for over 25 years.

Precise Court Reporting Services, Inc. has its' executive headquarters and business processing office at 200 Old Country Road, Mineola, New York, within walking distance to the Nassau County Court complex. The company has been incorporated since 1986. It is solely owned by Florence E. Seff, who resides at 140 Old Country Road, Mineola, New York. She is the President and CEO. The company is a New York corporation that employs approximately 25 people and has annual revenues in excess of one million dollars.

The company has been privileged to provide Grand Jury court reporting services to various United States Government agencies such as the United States Attorney Generals Office, The Department of Law and Medicaid Fraud Control. We also provide stenographic services to the State Division of Paroles, New York State Department of Health, Nassau County Attorney's Office as well as individual attorneys. For many years we have also been the exclusive provider of court reporting services to the Nassau County Legislature.

Precise Court Reporting Services, Inc. is certified as a Woman Owned Business by the State of New York, City of New York and the County of Nassau. The company is also registered as a vendor with Nassau County.

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, Florence E. Seff, 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 27th day of October 2016

Francis X. Gray
Notary Public

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 2019

Name of submitting business: Prease Court Reporting Svcs, Inc

By: Florence E. Seff Print

Florence E. Seff
Signature

President & CEO
Title

10 / 27 / 16 Date

COUNTY OF NASSAU

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

1. Name of the Entity: Pre case Court Reporting Svcs, Inc

Address: 200 Old Country Road, Suite 500A

City, State and Zip Code: Mineola, N.Y. 11501

2. Entity's Vendor Identification Number: 11-2975988

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):

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

Michael Seff 25 Roundtree Dr., Melville, NY 11747

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.

Florence E. Seff 140 Old Country Rd, Mineola, NY 11501

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: 10/27/16

Signed: Florence E. Seff

Print Name: Florence E. Seff

Title: Pres + 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. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Precise Court Reporting Services, Inc., having its principal office at 200 Old Country Road, Suite 110, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA13000001 between the County and the Contractor, executed on behalf of the County on February 6, 2013, as amended by amendment one (1) County contract number CLDA14000002, executed on behalf of the County on March 18, 2014, as further amended by amendment two (2) County contract number CLDA15000001, executed on behalf of the County on March 31, 2015, as further amended by amendment three (3) County contract number CLDA16000004, executed on behalf of the County on May 19, 2016, (the "Original Agreement"), the Contractor provides professional court reporting services for certain grand jury panels, 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 January 1, 2013 until December 31, 2016 with one (1) remaining one (1) year option to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Forty Thousand Dollars (\$640,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining renewal option by both extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017, subject to early termination as provided for under this Amended Agreement. In accordance with the Original Agreement, the termination date is extended to January 31, 2018, if needed, for the sole purpose of transcribing minutes taken in December, 2017.

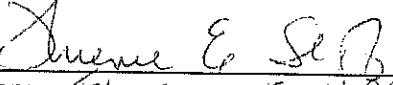
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred and Sixty Thousand Dollars (\$160,000.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Thousand Dollars (\$800,000.00) (the "Amended Maximum Amount").

3. 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.

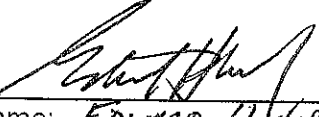
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRECISE COURT REPORTING SERVICES, INC.

By: 
Name: Florence E. Seiff
Title: President - CEO
Date: 10/27/16

NASSAU COUNTY

By: 
Name: Edward H. Linn
Title: County Executive
☒ Deputy County Executive
Date: 1/19/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 27 day of October in the year 2016 before me personally came Florence E. Self 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 the PRESIDENT + CEO of Preuss Court Reporting 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

Francis X. Gray

FRANCIS X. GRAY
Notary Public, State of New York
No. 01GR6238756
Qualified in Nassau County
Commission Expires April 11, 2019

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

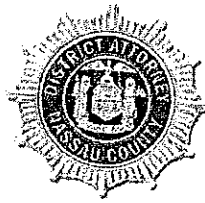
On the 19th day of January in the year 2017 before me personally came Edward H. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described 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

Jaclyn Delle

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

MADLINE SINGAS
DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom it May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 11/10/16

Subject: Contractor Evaluation:
Precise Court Reporting Services, Inc. (CQDA13000001)/ (CLDA16000010)

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.



E-39-18

NIFS ID:CFPW17000023 Department: Public Works**Capital: X**

SERVICE: On-Call Construction Management-Bldgs-B95102-02C-J

Contract ID #:CFPW17000023 NIFS Entry Date: 21-NOV-17 Term: from to

New
Time Extension:
Addl. Funds:
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: Elite Construction / KSE Engineers JV	Vendor ID#: 61-1846933
Address: 1225 Franklin Ave., Suite 325 Garden City, N.Y. 11530	Contact Person: Michael Reed
	Phone: 516-512-8983

Department:	
Contact Name: Joseph Amerigo	
Address: 1194 Prospect Ave. Westbury, NY 11590	
Phone: 516-571-6804	

RECEIVED
 NASSAU COUNTY
 OFFICE OF THE
 COUNTY CLERK
 2017 NOV 27 P 3:42

Routing Slip

Department	NIFS Entry: X	22-NOV-17 -- LDIONISIO
Department	NIFS Approval: X	22-NOV-17 -- KARNOLD
DPW	Capital Fund Approved: X	22-NOV-17 -- KARNOLD
OMB	NIFA Approval: X	18-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	14-DEC-17 -- MVOCATURA
County Atty.	Insurance Verification: X	22-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	22-NOV-17 -- NSARANDIS

Dep. CE	Approval: X	26-MAR-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	05-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: "On-Call" Construction Management Services
Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining Construction Management Services.
Procurement History: The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhil Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were selected.
Description of General Provisions: Standard Nassau County Agreement format utilized.
Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project.
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	90	Revenue		01	PWCAPCAP/90400-000/00003	\$ 0.01
Resp:	400	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	90400	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Elite Construction / KSE Engineers JV

2. **Dollar amount requiring NIFA approval:** \$1000000

Amount to be encumbered: \$.01

This is a New

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: execution to 2 years**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract? N

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? N

Has NIFA approved the borrowing for this contract? N

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

"On-Call" Construction Management Services

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

Nassau County Attorney as to form

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 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.

RDALLEVA

18-DEC-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 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

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 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.

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 ELITE CONSTRUCTION OF NEW YORK AND KSE ENGINEERS, P.C., A JOINT VENTURE

WHEREAS, the County has negotiated a personal services agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture to provide “On-Call” Construction Management Services: Building Construction Group, 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 said agreement with Elite Construction of New York and KSE Engineers, P.C., a Joint Venture.

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: Elite Construction/ KSE Engineers JV

CONTRACTOR ADDRESS: 1225 Franklin Ave., Suite 325, Garden City, NY 11530

FEDERAL TAX ID #: 611846933

Instructions: Please check the appropriate box ("X") 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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on January 17, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and Nassau County eprocurement website, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 7, 2017[date]. 17 proposals were received and 15 of the firms were eligible for review and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E. Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The proposals were scored and ranked. As a result of the scoring and ranking, the 10 highest-ranking proposers were 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.

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

11/11/17
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.



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?

Friends of Kevan Abrahams

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: Elite Construction Company of NY, LLC

Dated: 1/25/18

Signed:

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer/ Managing Member



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: KS Engineers, P.C.

Dated: January 19, 2018

Signed: [Signature]

Print Name: Kamal Shahid, PE

Title: President, KS Engineers, P.C.

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 Michael E. Reed, CCM
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1225 Franklin Avenue Suite 325
City/state/zip Garden City, New York 11530
Telephone 516-512-8983
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 02/25/2011 Secretary / /
Chief Financial Officer / / Partner 02/25/2011
Vice President / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Managing Member - LLC
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 X NO If Yes, provide details. Loan to Business
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. Elite Construction Contracting, LLC - Managing Member

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 X NO ____
If Yes, provide details. NYC Office of Collective Bargaining

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 X NO ____ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacle 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, Michael E. Reed, CCM, 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 26 day of January 2018

Denise M. Seaman
Notary Public

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

Elite Construction Company of NY, LLC
Name of submitting business

Michael E. Reed, CCM
Print name

Michael E. Reed, CCM
Signature

CEO / Managing Member
Title

01 / 26 / 2018
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 Eze O. Small, CFM
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1225 Franklin Avenue Suite 325
City/state/zip Garden City, New York 11530
Telephone 516-512-8983
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 02 / 25 / 2011 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner 02 / 25 / 2011
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. Member - LLC (49% 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 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. Elite Construction Contracting, LLC - Member

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 X NO ____
If Yes, provide details. NYC Office of Collective Bargaining

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 X NO ____ If Yes, provide details for each such instance. Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, external obstacles, 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 ☒ 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, Eze O. Small, CFM, 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 27th day of January 2018

Sectellar Haynes
Notary Public

SECTELLAR HAYNES
Notary Public, State of New York
No.01HA6130425
Qualified in Nassau County
Commission Expires July 18, 2021

Elite Construction Company of NY, LLC
Name of submitting business

Eze O. Small, CFM
Print name
[Signature]
Signature

President / Member
Title

01 / 29 / 2018
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 Kamal Shahid, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address KS Engineers, P.C., 494 Broad Street, 4th Floor
City/state/zip Newark, NJ 07102
Telephone 973.623.2999
Other present address(es) 65 Broadway, Suite 1002
City/state/zip New York, NY 10006
Telephone 212.616.2657
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 07 / 30 / 1997 Treasurer 12 / 06 / 1994
Chairman of Board / / Shareholder 12 / 06 / 1994
Chief Exec. Officer 07 / 30 / 1997 Secretary 12 / 06 / 1994
Chief Financial Officer 07 / 30 / 1997 Partner / /
Vice President 12 / 06 / 1994 / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Managing Member - LLC
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)

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 X NO ____
If Yes, provide details. (See attached)

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.



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

Principal Questionnaire Form

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.
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

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.
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

CERTIFICATION

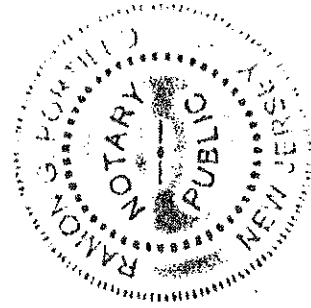
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kamal Shahid, 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 19 day of January 2018

Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



KS Engineers, P.C.
Name of submitting business

Kamal Shahid, PE
Print name

Signature

President
Title

01 / 19 / 2018
Date

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: 01/26/2018

1) Proposer's Legal Name: Elite Construction Company of NY, LLC

2) Address of Place of Business: 1225 Franklin Avenue Suite 325 Garden City, NY 11530

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): Same as above

Phone : 516-512-8983

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 078755072

5) Federal I.D. Number: 27-5298729

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) LLC

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 X No ____ If Yes, provide details. Elite Construction Contracting, LLC - Common Ownership
- 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 X 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). Setauket FD; With financial concerns caused by project length, the district elected to retain the architect to perform as owner rep. Elite pushed the project in spite of external obstacles which caused lack of clear direction.
- 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.

Elite Construction reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

- 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; See attached.
- 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 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 Roosevelt UFSD

Contact Person Mr. Greg Hamilton

Address 1 Wagner Avenue

City/State Roosevelt, NY 11575

Telephone 516-581-8731

Fax # N/A

E-Mail Address greg.hamilton19@gmail.com

Company Battery Park City Authority

Contact Person Mr. Ken Windman

Address 200 Liberty Street, 24th Floor

City/State New York, New York 10281

Telephone 212-417-4330

Fax # N/A

E-Mail Address kenneth.windman@bpca.ny.gov

Company North Bellmore Public Library

Contact Person Mr. Tom Bazzicalupo

Address 1551 Newbridge Road

City/State North Bellmore, New York 11710

Telephone 631-741-2951

Fax # N/A

E-Mail Address tbazzicalupo@northbellmorelibrary.org

Business History Form

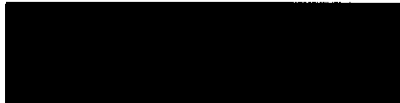
- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

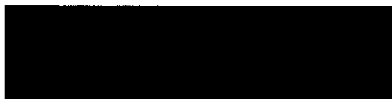
- i. **Date of formation;**
February 25, 2011
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**
Michael E. Reed, CCM, Managing Member (51% - Shareholder)



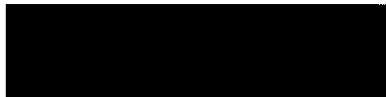
Eze O. Small, CFM, Member (49% - Shareholder)



- iii. **Name, address and position of all officers and directors of the company;**
Michael E. Reed, CCM, Chief Executive Officer



Eze O. Small, CFM, President



- iv. **State of incorporation (if applicable);**
New York
- v. **The number of employees in the firm;**
8 employees
- vi. **Annual revenue of firm;**
\$469,441.60 (average annual revenue for last 5 years)

vii. Summary of relevant accomplishments

Elite Construction Company of NY is a certified veteran- and minority-owned construction firm based in Garden City, New York. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast. The firm's founding partners, Michael Reed, CCM, and Eze O. Small, CFM, have been working together on some of the region's most complex projects for the past 10 years.

Combined, they offer clients over 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael Reed, CCM served as a U.S. Air Force officer upon receiving his commission from the United States Air Force Academy. Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

Relevant Experience:

Elite Construction has also provided services to a number of diverse public and private sector clients. Some of the Firm's municipal clients are New York State and Federal agencies, City municipal authorities and Long Island municipalities. Many of the clients, such as Battery Park City Authority (BPCA), New York University, Shelter Rock Public Library, Roosevelt Fire District, Farmingdale Public Library have retained Elite Construction for additional projects due to customer satisfaction. Some of Elite's experience includes:

- Battery Park City Authority Term Contract for On-Call CM Services
- NYS Parks Term Contract for CM Services for the Long Island State Park Region
- NYCDDC Requirements Contract for CM Services, Citywide
- Queens Borough Public Library System Term Contract Owner's Representative
- Nassau Community College Term Contract for On-Call CM Services
- New York University Construction Manager



COMMITTED TO EXCELLENCE

- Battery Park City Authority - \$3.5 million
- Roosevelt UFSD - \$66.9 million
- Hempstead UFSD - \$18.1 million
- Roosevelt Public Library - \$12.3 million
- North Bellmore Library - \$8.9 million
- Malverne UFSD - \$4.1 million
- NYC Parks – Olmstead Center Renovation
- Glen Cove Public Library Construction Manager
- Farmingdale Public Library Construction Manager
- Shelter Rock Public Library Construction Manager
- Roosevelt Fire District Construction Manager

Awards and Achievements:

2017 - NYS Minority and Women Business Enterprise Forum – Panelist / Speaker

2017 - Competitive Edge Conference – MWBE Firm of the Year Award

2015 - Operation Get Ahead, Inc – Minister Gerard Burnett, Sr. Memorial Award

2014 - Village of Hempstead – Distinguished Business Award

2012 – Legislative Minority Leader Kevan Abrahams – First & Ten Celebration – Business Honoree

- viii. Copies of all state and local licenses and permits.
See attached, NYSDOS, NYSMBE, CVE VOSB, NYSDOTDBE

B. Indicate number of years in business.
Business since 2011 – 6 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Please see attached award letter from Competitive Edge Committee, Firm Profile, and Letters of Recommendations from Clients

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 30, 2017.

Selected Entity Name: ELITE CONSTRUCTION COMPANY OF NY, LLC

Selected Entity Status Information

Current Entity Name: ELITE CONSTRUCTION COMPANY OF NY, LLC

DOS ID #: 4060082

Initial DOS Filing Date: FEBRUARY 25, 2011

County: NASSAU

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ELITE CONSTRUCTION COMPANY OF NY, LLC

1225 FRANKLIN AVENUE STE 325

GARDEN CITY, NEW YORK, 11530

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 25, 2011	Actual	ELITE CONSTRUCTION COMPANY OF NY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Empire State Development

November 30, 2012

File ID: 56825

Mr. Michael Reed
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

Dear Mr. Michael Reed:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Minority Business Enterprise (MBE) and has determined that your firm meets eligibility requirements for certification, pursuant to Executive Law, Article 15-A.

On behalf of the DMWBD, we are pleased to inform you that the firm of Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY has been granted status as a **Minority Business Enterprise (MBE)**. In our effort to help you have the broadest possible reach, your business will be listed in the State's Directory of Certified Businesses with the codes listed on the following page

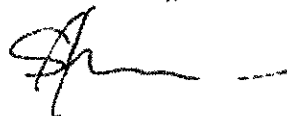
Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on State contracts, nor does it imply that your company is guaranteed any State business.

Be advised that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for recertification.

Please remember that any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services, and bonding capacity. At such time as it is necessary for your company to be recertified, you will be notified by this office.

If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification. Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,



Scott Munson
Director of Certification

Empire State Development

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

November 30, 2012

File ID: 56825

Mr. Michael Reed
Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

Elite Construction Company Of NY, LLC DBA Elite Construction Company Of NY will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-C-0222: DRYWALL CONTRACTORS
ESD-C-0466: PAINTING (EXTERIOR) CONTRACTORS
ESD-C-0709: UTILITY CONTRACTORS
ESD-I-0618: ELECTRIC CONTRACTORS
NAICS-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Michael Reed

From: Brunson, Gwendolyn (ESD) <Gwendolyn.Brunson@esd.ny.gov>
Sent: Tuesday, February 16, 2016 12:03 PM
To: mreed@eliteccny.com
Subject: Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY
Importance: High

To Whom It May Concern;

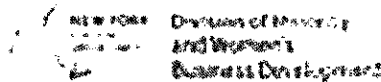
Please note that **Elite Construction Company of NY, LLC**, current Certification is still an active MBE, and **will remain active in our system until the final decision** is made regarding their Recertification. **Elite Construction Company of NY, LLC**, may continue to do business as usual. To check their active status please go to our website at <https://ny.newnycontracts.com>; on the right-hand side, click the **MWBE Directory** and input the name of their business. The firm's status will appear at the **bottom of the page**. If you do not see the business name at the bottom of the page, this means it is **no longer active**. Please feel free to contact the **MWBE Help Desk at 212-803-2414**, if you should need further assistance. Thank you.

Best regards,

Gwen

Gwen Brunson
Hearing Coordinator/Administrative Assistant
The Division of Minority and Women's Business Development

Empire State Development
633 Third Avenue, 33rd Floor, New York, NY 10017
Phone (212) 803-2414
Email: gwendolyn.brunson@esd.ny.gov | <https://ny.newnycontracts.com>



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Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name	Elite Construction Company Of NY, LLC, DBA Elite Construction Company Of NY
Owner	Mr. Michael E. Reed
Address	1225 Franklin Avenue
> Map This Address	Suite 325 Garden City, NY 11530
Phone	516-512-8983
Fax	516-873-8881
Email	MREED@ELITECCNY.COM
Website	WWW.ELITECCNY.COM

Certification Information

Certifying Agency	New York State
Certification Type	MBE - Minority Business Enterprise
Certified Business Description	<p>Elite Construction of New York is a premier builder for high profile commercial, educational, institutional, residential, retail and sports projects. The firm, headquartered in Garden City, NY, delivers superior pre-construction and construction phase services to every client while building world-class facilities for future generations to utilize to their full potential. Elite Construction is your local builder that is dedicated to your project's success and it is Committed to Excellence.</p> <p>The following services are performed in-house by Elite Construction personnel:</p> <ul style="list-style-type: none">• Client Consultants• Owner's Representative• Construction Managers• Project Management• Completion Contracting• Cost to Complete Studies• Project Relets and Bidding• Construction Estimating• Project Scheduling• Construction Claim Analysis

Commodity Codes

Code	Description
ESD I-0086	BUSINESS CONSULTANTS
ESD I-0163	CONSTRUCTION MANAGEMENT
ESD I-0501	PROJECT MANAGEMENT
ESD I-2189	ADMINISTRATIVE SERVICES
ESD I-2201	COST ESTIMATING
ESD I-2289	CPM SCHEDULING
ESD I-2352	PROJECT ADMINISTRATION

ESD I-2395	CLAIMS REVIEW SERVICES
NAICS 236220	Construction management, commercial and institutional building
NAICS 54133	Engineering Services
NAICS 541618	Other Management Consulting Services
NAICS 551112	Offices of Other Holding Companies
NAICS 561	Administrative and Support Services
NAICS 813910	Business associations
NIGP 90903	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
NIGP 91821	Business Consulting
NIGP 91826	Communications: Public Relations Consulting
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 95327	Claims Processing Services
NIGP 95877	Project Management Services
NIGP 96102	Administrative Services, All Kinds (Incl, Clerical, Secretarial Services, etc.)

Additional Information

Work Districts/Regions	All work districts/regions
Industry	Construction Consultants
Business Size	\$500,000 - \$999,999
General Location	Downstate New York
Location	Long Island

Customer Support

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[Print This Page](#)



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

MAY 05 2015

In Reply Refer To: 00VE

Mr. Michael E. Reed
Elite Construction Company of NY, LLC
dba Elite Construction of NY
DUNS: 078755072
1225 Franklin Avenue, Suite 325
Garden City, NY 11530

Dear Mr. Reed:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Elite Construction Company of NY, LLC dba Elite Construction of NY (Elite Construction Company of NY, LLC), has been verified as a Veteran-owned small business (VOSB) and added to the Veteran business database at www.vip.vetbiz.gov. Elite Construction Company of NY, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote Elite Construction Company of NY, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_v.jpg

To ensure that Elite Construction Company of NY, LLC is correctly listed in the Vendor Information Pages, check Elite Construction Company of NY, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Elite Construction Company of NY, LLC is in compliance with the regulation, Elite Construction Company of NY, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to Elite Construction Company of NY, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm Elite Construction Company of NY, LLC's continued program eligibility.

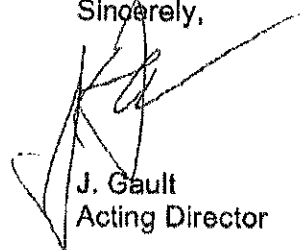
Page 2.

Mr. Michael E. Reed

At any time if Elite Construction Company of NY, LLC discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Elite Construction Company of NY, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Gault', is written over the typed name. The signature is stylized with a large, sweeping initial 'J' and a long horizontal stroke extending to the right.

J. Gault
Acting Director

**Department of
Veterans Affairs**

Memorandum

Date: March 13, 2017

From: Director, Center for Verification and Evaluation

To: Stakeholders

Subject: VA 1-Year Verification Extension

The Department of Veterans Affairs (VA), Office of Small and Disadvantaged Business Utilization (OSDBU) remains dedicated to employing a verification process that effectively responds to the concerns raised by the Veteran business community. On February 21, 2017, the VA published in the Federal Register a change to 38 CFR Part 74, extending the eligibility period for firms verified in the Veterans First Contracting Program from two (2) to three (3) years. The purpose of this change is to reduce the administrative burden on VOSBs/SDVOSBs regarding participation in VA acquisition set asides. The rule change extending the eligibility period will take effect on **March 21, 2017**.

1. All firms that are currently verified as of March 21, 2017 will be automatically granted an additional one (1) year of eligibility. This eligibility extension will be reflected in the Vendor Information Pages (VIP). Updated verification approval letters will not be sent.
2. For verified firms that have submitted reverification applications on or before March 21, 2017, and:
 - a. If your application has not yet been assigned to a Case Analyst, your reverification application will be administratively removed from further processing. Your current eligibility verification period will be extended one (1) year as outlined above, and you will be eligible to apply for reverification when you are within 120 days of the expiration of your new eligibility period, or
 - b. If your application has been assigned to a Case Analyst,
 - i. CVE will continue processing your reverification application and your current eligibility period will be extended for one (1) year so that your eligibility will not lapse during the processing of the reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period, or
 - ii. If you do not wish to continue with the reverification process, you may withdraw your reverification application and your verification eligibility period will be extended one (1) year as outlined above. You may reapply when you are within 120 days of the expiration of your new eligibility period.
3. For previously-verified firms that have an open reverification application in process but expired prior to March 21, 2017:
 - a. You will not receive an extension, as your period of eligibility has expired.

- b. CVE will continue processing your reverification application. If your reverification application is approved, you will be granted a new three (3) year eligibility period.
- 4. All verification approval letters sent on or after March 21, 2017 will reflect a three (3) year eligibility period.

If you have any questions about this process, please contact the Call Center at (866) 584-2344 and vip@va.gov.



Thomas McGrath

Director,

Center for Verification and Evaluation (CVE)



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

MAR 21 2013

Mr. Michael Reed

ELITE CONSTRUCTION COMPANY OF NY LLC.

1225 Franklin, Suite 325

Garden City, NY 11530

Re: DBE CERTIFICATION NOTICE

Dear Mr. Reed:

The New York State Department of Transportation (NYSDOT), a Certifying Partner in the New York State Unified Certification Program (NYSUCP), is pleased to inform you that your firm meets the eligibility criteria established by the U.S. Department of Transportation Disadvantaged Business Enterprises regulation, codified at 49 CFR, Part 26, and has been **CERTIFIED** as a Disadvantaged Business Enterprise (DBE) with the NYSUCP. Your firm is certified to provide the services listed below:

Area of Service: Construction Management and General Construction Services

NAICS

236220 Construction Management, Commercial and Institutional Building

Your firm is eligible to participate as a DBE on NYSDOT, Metropolitan Transportation Authority, Port Authority of New York and New Jersey and Niagara Frontier Transportation Authority federally assisted projects in the identified service areas.

Your firm's certification status with the NYSUCP will remain effective for as long as your firm continues to meet all DBE certification eligibility requirements and the ownership and control of the firm, upon which DBE certification was granted, has not changed. However, you are required to submit, annually, on the anniversary date of this notice, a sworn affidavit affirming that there have been no changes in your firm's economic disadvantaged status, ownership or control. In the event that there are changes, please be advised that you are required to notify the NYSDOT, within 30 days, of any changes in your business' ownership, control and/or operations including address, telephone number, business services and capabilities. Failure to adhere to these requirements may result in the removal of DBE certification.

Your firm will be included in the NYSUCP Directory (<http://biznet.nysucp.net>) which will indicate the type of work that your firm has been certified to perform.

Please note that any of the Certifying Partners of the NYSUCP reserves the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time that it is determined that such reevaluation is warranted.

As a newly certified DBE highway and bridge construction contractor, you are eligible to receive a free one-year subscription to Bid Express (Bid-X). Bid-X is a Web-based subscription service that provides for the electronic submission of contract bids by contractors for NYSDOT contracts. To learn more about the features and benefits of Bid-X, please contact NYSDOT Office of Civil Rights at OCR-SBN@dot.state.ny.us.

Furthermore, as a newly certified DBE you should be aware that the U.S. Small Business Administration (SBA) can guarantee bonds for contracts up to \$2 million, covering bid, performance and payment bonds for small and emerging contractors who cannot obtain surety bonds through regular commercial channels. To learn more about the Surety Bond Guarantee Program, please call 800-U-ASK-SBA (800-827-5722) or visit <http://www.sba.gov/index.html>.

We are pleased to have you as a participant in the NYSUCP and wish you much success.

Should you have any questions, please email DBEcrt@dot.state.ny.us, or call (518) 457-3180.

Sincerely,

Jacqueline E. Jones

Jacqueline E. Jones
Compliance Specialist II
DBE Certification Supervisor
Contract Audit Bureau

June, 20 2017

Elite Construction Company Of NY
Michael E. Reed
1225 Franklin Avenue
Suite 325
Garden City, NY 11530

THE COMPETITIVE EDGE

Dear Mr. Reed,

Congratulations! The Competitive Edge Conference committee has selected you as a recipient for the Minority Business Enterprise (MBE) Award to be presented during our conference luncheon on Tuesday, July 18, 2017 at 12:45p.m.

This is in recognition of your continued success and exemplary leadership demonstrated throughout the D/M/WBE community. Your ongoing efforts and determination as a minority are an inspiration to us all and those efforts should serve as an encouragement for our future entrepreneurs.

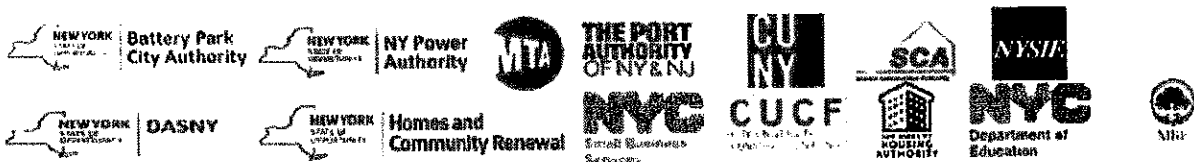
The Competitive Edge Conference inaugurated in 1993, is a collaborative effort by several New York agencies, authorities and corporations. The conference is designed to provide information, resources and support to the disadvantaged, minority and women-owned business enterprises (D/M/WBEs) through training, networking and interfacing with developers, construction management and procurement specialists. Conference participants learn about public/private sector business opportunities, certification process and procurement process.

Please confirm acceptance of this award by contacting Image Marketing at 718.395.1932 as soon as possible. We will also need your bio and photo sent to us immediately. On the date of the conference, please arrive by 12:00pm for advance photos and preferential seating. During the luncheon and awards program, you will be introduced and have up to 2 minutes to make brief remarks. We will do our part to make sure that the program flows smoothly and in a timely manner. If you are interested in becoming a sponsor for this all-day conference which includes Break-out sessions and tradeshow, please see the available packages in the email.

Once again congratulations on this prestigious award.

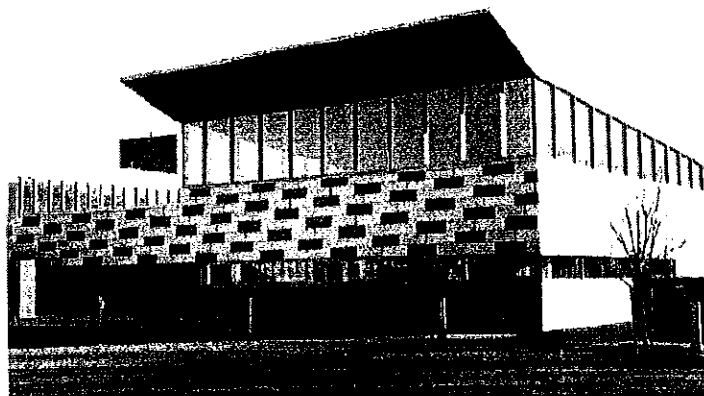
Sincerely,

The Competitive Edge Committee



ELITETM

CONSTRUCTION OF NY



EXCELLENCE ■ ETHICS ■ RESPONSIBILITY IN CONSTRUCTION MANAGEMENT

Elite Construction of NY is a certified veteran- and minority-owned construction firm based in Garden City, NY. Elite is a member of the Construction Management Association of America and serves clients throughout the Northeast.

The firm's founding partners—Michael Reed, CCM, and Eze O. Small, CFM—have been working together on some of the region's most complex building projects for the past 10 years. Combined, they offer clients 40 years of experience at some of the world's largest building firms. Both partners hold master's degrees in engineering and management. Michael served as a U.S. Air Force officer.

Elite serves diverse market sectors, including commercial, educational, and governmental.

Whether providing preconstruction, general contracting, construction management, client advisory, owner's representation or value engineering services, the company delivers custom solutions tailored to the project at hand, the client, and the end user.

Moreover, Elite's managing partners offer a personal commitment to each project that goes beyond a business relationship. The values upon which Elite is built include community service and leadership, corporate and personal responsibility, and respectful and collaborative business conduct. Through these principles, Elite's personnel provide clients with technical expertise, transparent communication, and a team spirit, which result in the delivery of the highest quality results.

PROJECT MANAGEMENT ■ OWNER'S REPRESENTATION ■ CONSTRUCTION MANAGEMENT ■ GENERAL CONTRACTING ■ COST CONSULTING

1225 Franklin Avenue, Suite 325 ■ Garden City, New York, 11530 ■ telephone: (516) 512-8983 ■ fax: (516) 873-8881 ■ www.eliteccny.com

ELITETM

CONSTRUCTION OF NY



Michael Reed, CCM, is a founding partner of Elite Construction and has served as its Chief Executive Officer since Elite's inception in 2011.

In addition to his management responsibilities, he is involved in estimating, planning, contracting, and executive oversight for all Elite projects.

Prior to founding Elite, Michael worked for nearly 20 years in the construction field for organizations such as the United States Air Force, Turner Construction, and Triton Construction. He has managed projects valued in excess of \$1 billion, including multi-phase Coney Island Improvements Program.

Michael has a Master of Science in Engineering Management from the New Jersey Institute of Technology. He also holds Bachelor of Science degrees in Civil Engineering and Environmental Engineering from the United States Air Force Academy. He served as a commissioned officer and was honorably discharged from the United States Air Force as a Captain.



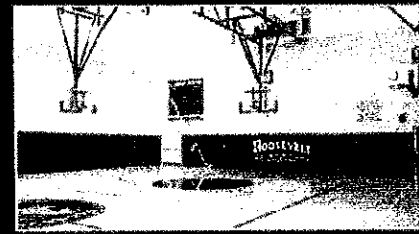
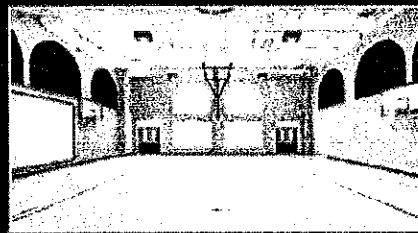
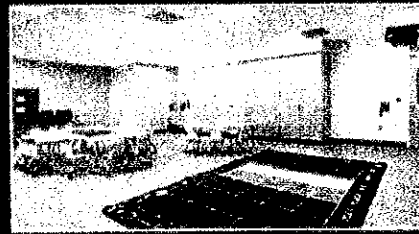
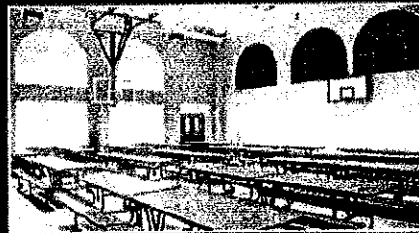
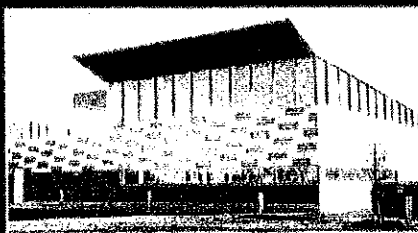
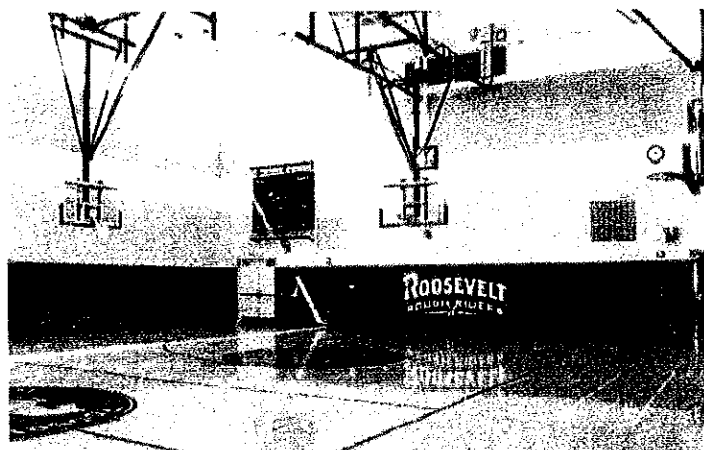
Eze O. Small, CFM, is Elite Construction's founding partner, President and Chief Operating Officer. He supports Elite's project teams with his expertise in logistics, construction operations, and site management.

These include the Long Island school districts of Roosevelt, Hempstead, and Malverne, for which Elite has managed construction projects valued at nearly \$90 million. Eze also oversaw the multimillion dollar upgrades of the 33-story 75 Battery Park Place tower in Manhattan.

Before Elite, Eze worked for nearly 20 years in project management capacities for Turner Construction and Triton Construction. His portfolio includes the \$32 million, LEED Gold-certified Pratt Institute academic building in Brooklyn. He is a member of the National Society of Black Engineers and holds a Master of Science in Energy Management and a Bachelor of Science in Interdisciplinary Studies and Electrical Engineering Technology from New York Institute of Technology.

ELITETM

CONSTRUCTION OF NY



Selected clients:

Battery Park City Authority
Corona Congregational Church
Farmingdale Public Library
Hempstead Union Free School District
Malverne Union Free School District

Nassau Community College
New York University
NHS of Jamaica
North Bellmore Public Library
Roosevelt High School Athletic Field

Roosevelt Public Library
Roosevelt Union Free School District
Selauket Fire District
Shelter Rock Public Library
Universal Baptist Church

Newsday

THE LONG ISLAND NEWSPAPER

HEMPSTEAD VILLAGE

BRIGHT PROSPECTS

A decade
after closure,
school is reborn

BY SOPHIA CHANG
sophia.chang@newsday.com

More than 100 years after it first opened, Hempstead's Prospect School has been reborn.

As hundreds of kindergartners worked on their lessons inside, officials on the front step cut a big blue ribbon yesterday, reopening the building that had been shuttered for 10 years.

The ceremony in the school's parking lot drew elected officials and community members to celebrate the return of the school built in 1906 and transformed by a 16-month \$18.1 million renovation.

"It is a bright, beautiful day in the Hempstead Union Free School District," Superintendent Susan Johnson told a crowd of hundreds of residents, elected officials and educators gathered in front of the school on Peninsula Boulevard.

One parent was delighted with the school's new facilities.

"The school is beautiful. I couldn't believe what they did," Stephanie Mills said in a phone interview. "I like the way they did the classrooms and when you walk into the hallways, it's so bright and nice."

She said her son Christian, 5, had a great first day.

Johnson said an estimated 598 students have enrolled at the school, which will serve as a districtwide kindergarten.

The Prospect School was closed in 2003 because of structural issues. For a decade, students were housed in temporary trailer classrooms. Renovations, which began in 2012, were delayed for months because of asbestos abatement and superstorm Sandy damage.

Now, the school has more than 30 learning spaces, a library and wireless Internet access. Renovations were financed primarily with state grants after a 2011 bond vote, with the district paying \$500,000.

The reopening of the Prospect School has been heralded



Hempstead student
Travis Nelson
speaks at
yesterday's opening.

About the school

- **BUILT:** 1906
- **CLOSED:** August 2003
- **PURPOSE:** Districtwide kindergarten center
- **COST:** \$18.1 million
- **SIZE:** 60,000 square feet
- **FIRST-DAY ENROLLMENT:** 598 students

as a turning point for the troubled district, which this summer acknowledged a long-standing policy of raising failing grades to passing and the new placement of the high school on the state's "priority" list.

The retired principal of the Franklin School, John Moore, said this year's enrollment in the district's schools has increased by 300 students over last year.



The renovated Prospect School includes a new playground.

"This district must be doing something right," he said, and added, "Let's let Prospect be a prototype of things to come."

The school's sunny cafeteria is painted bright blue and hallways are color-coded, including a section of lemon yellow. "Don't run!" Principal Carol Eason said as she directed a line of fidgeting children after they ate lunches of turkey and ham

sandwiches with fruit and milk.

Architect Roger Smith of BBS Architecture in Patchogue, which renovated the school with Elite Construction of Garden City, said the building was in "so much disrepair."

"We had to bring the building back to full restoration, and also make it a space for the little guys in terms of size and colors," he said.

Owners, Developers & Managers / Design-Build

nyrej

THE LARGEST COMMERCIAL/INVESTMENT REAL ESTATE NEWSPAPER IN THE STATE

New York Real Estate Journal

November 10 - 23, 2015

DESIGNED BY GALLIN BEELER DESIGN STUDIO

Elite Construction of NY selected to manage \$8.9m library expansion

NORTH BELLMORE, NY The North Bellmore Public Library board of trustees has selected Elite Construction of NY as construction manager for the upcoming expansion and renovation of the library building located at 1551 Newbridge Rd. Elite will be responsible for managing the entire construction program, including coordination of design and engineering planning, selection and oversight of contractors and subcontractors, and supervision of the work schedule, budget, and quality. Elite's president and COO Eze Small, CFM and CEO Michael Reed, CCM will lead the firm's project team.

Designed by the architectural firm of Gallin Beeler Design Studio (GBds), the project will completely renovate and expand the outdated li-



Rendering of the North Bellmore Library - North Bellmore, NY

brary structure, originally constructed in 1962 and expanded in 1986.

Library director, Tom Bazzicalupo, said, "The North Bellmore library serves a community of over 20,000 residents. The current building does not fulfill the community needs and lacks crucial facilities such as a children's activity room, a young adult room, and sufficient meeting rooms.

We look forward to the upgrades, which will serve our community for decades to come.

"The \$8.9 million expansion and renovation will provide the North Bellmore residents with sufficient space for public meetings and youth programs, update the library's technological infrastructure, and improve the building's energy efficiency," said Elite's Reed. "The renovated structure will feature numerous sustainable and energy efficient systems and materials, such as photovoltaic solar panels, energy-saving lighting fixtures, high performance window glazing, window sunscreens, high-efficiency HVAC units, and high recycled content materials."

for full story visit nyrej.com

North Bellmore Public Library

1551 Newbridge Road, North Bellmore, N.Y. 11710

(516)785-6260

FAX (516)785-7204

www.northbellmorelibrary.org

Thomas Bazzicalupo, Director

BOARD OF TRUSTEES

Ethna Lay, President

Barbara Fillios

Robert Gibilterra

Vincent Maiello

Thomas Vaughn

April 3, 2017

To Whom It May Concern

It is with much pleasure and ease that I write this letter of recommendation for Elite Construction. We have been working with Elite Construction for the past year and a half. The firm is serving as the construction manager for our \$8.9 million expansion/renovation project—a 4000 square foot addition and a total gut renovation of our existing building.

Elite Construction is a very important and integral part of our project team. They work well with our architect, the Library's Board of Trustees, the staff and I. In addition, the firm also had to work very closely with our local Board of Education during the preliminary stages of the project and they have always handled each situation professionally. Their personnel are able to make complicated information into terms that laymen can understand.

Elite Construction is very knowledgeable on the proper channels of the monotonous amount forms and paperwork needed for New York State for any construction project. The firm conducts monthly owners' meetings to bring all individuals involved up-to-date with where the project is at that time. They are very dependable and are very punctual in addressing any concerns you may have and in replying to any e-mail messages or phone calls.

In closing, I can enthusiastically recommend Elite Construction for any type of construction project! Please feel free to contact me if you need any further information.

Sincerely,



Thomas Bazzicalupo
Library Director

To: Whom It May Concern
From: Leighton Mitchell
Date: 10/10/16
Re: Letter of Recommendation-Elite Construction of NY

To Whom it May Concern,

It is my great pleasure to wholeheartedly recommend Elite Construction of NY for general contracting services. On behalf of New York University's, Tisch School of the Arts, I recently awarded a rest room renovation project to Elite and I was completely satisfied with their performance! I was further impressed by their attention to detail, adherence to the schedule and budget and their good communication throughout!

Elite CEO, Michael Reed, was very responsible and proactive throughout the entire renovation. The super he assigned to the project was also very responsible and professional and took care of any needs that stakeholders on the floor had, including the facilities staff here at the school. Michael's close supervision and eye for detail was appreciated as was his very kind, professional demeanor.

I would not hesitate to use Elite again in the future and in fact I look forward to working with them again soon. If I can provide any further information regarding my experience, please feel free to contact me.

Thanks-Leighton

August 20, 2015

Battery Park City Authority
200 Liberty St.
New York, NY 10281

Elite Construction of NY
1225 Franklin Avenue, Suite 325
Garden City, New York 11530
Attn: Michael Reed

Re: Recommendation Letter

Dear Mr. Reed,

On behalf of Battery Park City Authority, it gives me great pleasure to recommend Elite Construction of New York as the builder for your project.

Throughout our \$3.5 million Battery Park City Parks Conservancy-Mechanical Systems Modification Project, Elite Construction of New York has exemplified outstanding professional service and leadership.

Our project required the abandonment of two geothermal wells, upgrades to the boiler unit and installation of a new chiller unit to support the facility, as well as improvements to the building's ventilation systems. Elite Construction of New York has continuously used its experience to fulfill the requirements of our project with distinction.

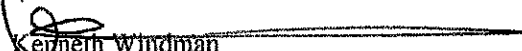
It is also important to note that the company's on-site manager, Jayson Hill, is a hard-working, punctual and proactive person, who never hesitates to ensure that our construction needs are properly addressed. We believe that his excellent work with our Conservancy-Mechanical Systems Modification Project is a reflection of the work ethic of all Elite Construction personnel.

Elite Construction of New York also maintains consistent communication with the building's owner and tenants, which has assisted in the project's ongoing success. In addition, the company has made it a priority to adhere to our project's construction timeline and we are highly anticipating our project's completion at the end of this month.

Our company is very pleased with Elite Construction of New York's exceptional performance and we are elated to recommend this company for your construction project.

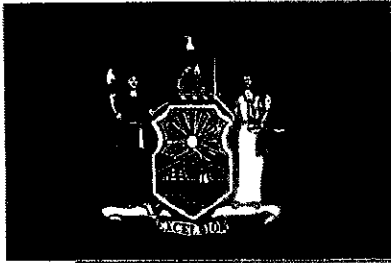
If you have any questions, please do not hesitate to contact me at 212-417-4330.

Sincerely,


Kenneth Windman
Director
Facilities & Infrastructure Management



**Battery Park
City Authority**



Roosevelt Fire District

PO Box 501

Roosevelt, New York 11575

(516) 771-3370

E-Mail: Commissioners @rooseveltd.org Fax: (516) 378-4408

CHAIRMAN
Garland Moore

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May 17, 2015

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

Elite Construction of NY was retained by the Roosevelt Fire District to manage our Emergency Generator at Station No. 3 project. Once onboard, they immediately established a plan on how the work was to be implemented from design development to project closeout. Their dedication to customer satisfaction has enabled me to comfortably write this recommendation letter.

With the use of their project controls, Elite Construction managed the generator project and kept the district informed every step of the way. Every action was taken to ensure that this project was a success for all parties involved. Our favorable experience continues the positive reputation that the company has developed in the community with their work associated with the Roosevelt Public Library and the Roosevelt High School projects.

I would invite you to give me a call to discuss our experience with Elite Construction of NY. Their 'attention to detail' enabled for the project to be completed flawlessly and we were always informed as a client. We look forward to another opportunity when we can utilize their services.

If you need additional information or have any questions, please do not hesitate to contact me at 516-351-7836.

Sincerely,

Wayne A. Nelson

Commissioner, Roosevelt Fire District

December 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

It gives me great pleasure to recommend Elite Construction of New York for your project. Elite Construction of New York provides exceptional services and I truly believe that this firm would be an excellent company to help bring your plans to fruition.

BOARD OF EDUCATION

185 Peninsula Blvd.
Hempstead, N.Y. 11550

Mrs. Betty J. Cross
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(516)292-7111 X 1130
Fax: (516)-292-1830

Susan Johnson
Superintendent
(516)292-7111 X 1001
Fax: (516)-292-0933

As the president of the Hempstead Board Education, I worked alongside Elite Construction of New York from 2011-2013 to complete the Hempstead School District's \$18.1 million Prospect School Bond Project. From day one, this company utilized its expertise and worked tirelessly to complete this important project for our students. Under Elite Construction of New York's outstanding leadership, innovation and due diligence, our district successfully renovated, restored and reopened this landmark school building as a state-of-the-art kindergarten center. The project, which was a major undertaking for our school district, marked the first time in more than 30 years that a Hempstead School District construction project was completed on time.

In addition, both Michael Reed and Eze Small are exemplary professionals. They are knowledgeable, punctual, resourceful and hardworking individuals, who serve all of their clients with distinction. Throughout the Prospect School Bond Project, Michael and Eze maintained excellent and consistent communication with the district, which included providing the Hempstead Board of Education with monthly reports.

Our district is very pleased with Elite Construction of New York's performance and we look forward to working with the firm in the future. There is no doubt that this company will work diligently each day to meet your needs and expectations as well. Arrangements can be made for a visit of the Prospect site if desired. If you need additional information or have any questions, please do not hesitate to contact me at 516-292-7111 X 1130, or via e-mail, bcross@hempsteadschools.org.

Sincerely,



Betty J. Cross
President, Board of Education
Hempstead Union Free School District

Roosevelt Union Free School District

ADMINISTRATIVE OFFICES 335 East Clinton Avenue Roosevelt, NY 11575 Tel: (516) 345-7001 Fax: (516) 345-7326 www.rooseveltufsd.com

Board of Education

Robert Summerville, President
Alfred T. Taylor, Vice President
Wilhelmina Funderburke, Trustee
Robert Miller, Trustee
Willa Scott, Trustee

Superintendent of Schools

Robert-Wayne Harris

May 5, 2013

RE: Recommendation Letter for Elite Construction of NY

To Whom It May Concern:

I am pleased to write this letter of recommendation on behalf of Elite Construction of NY. Elite Construction of NY was chosen by the Roosevelt Union Free School District (UFSD) to conclude the last in a series of five (5) school construction improvement projects, the complete renovation of our High School. Elite Construction of NY was particularly chosen over other construction managers to facilitate the renovation of our High School based upon their proven track record of performance and success as well as for their client satisfaction.

In 2002, the Roosevelt UFSD embarked upon several school construction initiatives to revitalize all of our schools in order for them to reflect true 21st century learning environments for our students and staff. After successfully building four brand new schools, the last remaining and most challenging project was the complete renovation of Roosevelt High School, the flagship school of the District. Although our available resources would not allow us to build a brand new Roosevelt High School, the District still desired that the newly renovated school would reflect the grandeur, beauty and splendor of our recently built elementary schools and middle school. In order to accomplish this feat, the District searched for a construction management company that would maximize our remaining school construction resources and also meet an aggressive timeline to completely renovate the High School in accordance with our high expectations.

To this end, Elite Construction of NY which brings over thirty five years worth of successful construction projects was chosen by Roosevelt UFSD to lead the reconstruction of our entire High School campus (school facility and sports complex). This monumental project included the complete renovation of our existing 196,000 square foot High School, the addition of 36,000 square feet of new construction to include a state-of-the-art Library Media Center, new gymnasium complex, and an inviting cafeteria and kitchen accommodations. Also, included as part of the \$66.9 million bond program was the complete overhaul of the Sports Complex shared with our Middle School which now provides an 8 lane all-weather track, sports lighting, bleacher expansion, tennis courts and reconstructed athletic fields.

During our recent public tours of the facility, the Roosevelt school community members were extremely impressed with the amount of work accomplished during the limited time period in which the High School was vacated. Our students and teachers are greatly anticipating the commencement of classes in the fall of 2013 in the now 'jewel' of our construction bond program. With a combination of traditional science rooms and implementation of Fusion Science Labs, the science instructional program will now be enhanced with the usage of 21st century resources. Elite's construction personnel worked tirelessly on this project to ensure that it was delivered to the District on budget and with superior quality. Without the exceptional oversight from Elite's staff, our project would not have been the success hailed by the Roosevelt school community.

Among the many qualities which distinguish Elite Construction of NY from other construction management companies is their dedication and commitment to the successful completion of the project. Since our High School project involved an extensive renovation, it required a persistent attitude to keep the project moving while issues were being resolved. This fortitude, which may come from Chief Executive Officer Michael Reed's military background, allowed for our project to be accomplished in a minimal amount of time due to diligent efforts to keep the contractors focused on the goal of project completion. Another key to Elite's success on the Roosevelt High School Renovation Project were the monthly *Owner and Manager Project Meetings* with the District, Elite and the architect throughout the course of the project. During these meetings, Elite kept us informed and we were able to make key decisions about the project budget, change order log(s), construction operations, and the adherence to the time schedule. Without the meticulous attention to detail provided by Elite Construction of NY, our High School project may not have been as successful which would have reflected poorly on the students, staff and families of the Roosevelt school community.

Please feel free to contact me in order to discuss the bond project further and/or to tour our newly renovated High School facility and campus. I am confident that you will be as highly impressed as we were with the selection of Elite Construction of NY as construction managers.

Sincerely,

A handwritten signature in black ink, appearing to read 'RW Harris', with a long horizontal line extending to the right.

Robert-Wayne Harris
Superintendent of Schools

BOARD OF TRUSTEES

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Bola Majekodunmi, PH.D., Vice President

Mary A. Adams

Wilton Robinson, Jr.

Emarinsie Funderburke-Ivey

ROOSEVELT PUBLIC LIBRARY

27 West Fulton Avenue, Roosevelt, New York 11575

Telephone: (516) 378-0222 Fax: (516) 378-1011

August 15, 2011

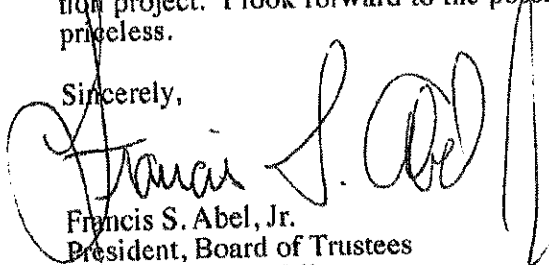
To Whom It May Concern,

This letter is to serve as an endorsement of Eze O. Small for any construction management/Owners Representative opportunities based on our experience at the Roosevelt Public Library Project. Eze was the Project Manager on our Library construction project which consisted of a new 19,600 square foot Performance Arts Center and an extensive renovation to our existing 10,000 square foot facility. Our new facility has been the showcase of the community and the library world.

Eze was the person in charge of all the day to day activities directed to completing the project. He performed the implementation of construction means and methods and he also handled the financial payments, budgeting, scheduling and coordination. His will and determination to see the project through was something to be admired. His ability to see potential issues and avoid them was uncanny, his direction and ability to have the contractors buy into his vision of the project was amazing. On this project it seemed that all parties involved were personally committed to the project. Not only was his dedication to the project evident in the way he attacked the daily activities and obstacles, but he always kept the Board updated with the progress of the project and thoroughly explained the various reasons for his informed recommendations. Eze represented and defended the interest of the project at all times. It was truly refreshing to work with this individual on a daily basis. On behalf of the board, it was a blessing to establish this relationship which has guided us along this journey for this construction project.

As previously stated, Eze O. Small has been a true professional throughout this project. The relationship that he has established with the Board and library staff is one that we will all cherish for many years to come. No obstacle will stop him from achieving the desired results on a project. Regardless of the circumstances, Eze will find a way to accomplish the task at hand. He has the ability to take the challenges that arise on a project and make them a strength, as he gains momentum on the project. I highly recommend having Eze manage, direct any construction project. I look forward to the possibility of working with Eze in the future; his presence in our project was priceless.

Sincerely,


Francis S. Abel, Jr.
President, Board of Trustees
Roosevelt Public Library

**MALVERNE UNION FREE SCHOOL DISTRICT
ADMINISTRATION BUILDING**

**301 Wicks Lane
Malverne, NY 11565
516-887-6405
FAX: 516-596-2910**



*Dr. James H. Hunderfund
Superintendent of Schools*

August 24, 2011

RE: Recommendation Letter for Elite Construction of NY

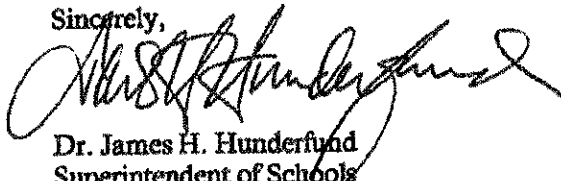
To Whom It May Concern:

After an extensive search, Elite Construction of NY was chosen by Malverne UFSD to lead the district in the construction of its Proposition 2 Bond Program. This is the district's first bond program in over thirty years and we wanted to ensure its success. Elite Construction of NY brings over thirty years worth of successful construction projects with a track record of proven performance and client satisfaction. Without hesitation, it was a clear cut decision to hire Elite Construction to manage our \$4.1 million Physical Education and Athletic Facilities Project.


From the initial hiring of Elite Construction, they immediately dissected the project which was under construction. Eze Small, without delay, gained control of the construction project and reviewed the construction schedule, submittals and project finances. By instituting their proven control system, Elite was able to establish and show the critical path to our project completion. This ability to analyze the project comes from Eze Small's and Mike Reed's many years of experience in the business. Our district truly benefitted by working with Elite Construction on our Proposition 2 Bond Program.

I would invite you to give me a call to discuss further and to tour our athletic facilities. I am sure that you will be highly pleased with your selection of Elite Construction of NY as we were in our bond project. Again, if you have any questions, please do not hesitate to call me at 516-887-6407.

Sincerely,



Dr. James H. Hunderfund
Superintendent of Schools
Malverne UFSD



Spiro C. Colaitis, P.E.
Assistant Superintendent for
District Operations
Malverne UFSD

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, Michael E. Reed, 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 26 day of January

2020/18

Denise M. Seaman
Notary Public

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

Name of submitting business: Elite Construction Company of NY, LLC

By: Michael E. Reed, CCM

Print name

Michael E. Reed
Signature

Chief Executive Officer / Managing Member

Title

01 / 26 / 2018
Date

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: January 19, 2018

1) Proposer's Legal Name: KS Engineers, P.C.

2) Address of Place of Business: 494 Broad Street, 4th Floor, Newark, NJ 07102

List all other business addresses used within last five years:

65 Broadway, Suite 1002, New York, NY 10006

3) Mailing Address (if different): Same as above

Phone : 973.623.2999

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 838952844

5) Federal I.D. Number: 22-3341410

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 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 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.

KS Engineers reviews all current contractual obligations before committing to new work to assure no conflict of interest will be incurred as a result of accepting new work.

- 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: (See attached)

- 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. 26 years.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. (See attached, Financial Statements - Last Three Years)

- 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 The Liro Group

Contact Person Stephen Burke

Address 3 Aerial Way

City/State Syosset, NY 11791

Telephone 516.938.5476

Fax # N/A

E-Mail Address burkes@liro.com

Company Whiting-Turner Contracting
Contact Person Kevin Chan
Address 707 Westchester Avenue
City/State White Plains, NY 10604
Telephone 914.696.0003
Fax # N/A
E-Mail Address kevin.chan@whiting-turner.com

Company AECOM
Contact Person Frank P. Corona, PE
Address One Penn Plaza, Suite 600
City/State New York, NY 10119
Telephone 914.696.0003
Fax # N/A
E-Mail Address frank.corona@aecom.com





Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 . Fax:212.616.3060 . www.kseng.com

Business History Form

- 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;**
April 29, 1991; Incorporated December 6, 1994
- ii) **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**
Kamal Shahid, PE, President (100% - Shareholder)

- iii) **Name, address and position of all officers and directors of the company;**
Kamal Shahid, PE, President

- iv) **State of incorporation (if applicable);**
New Jersey
- v) **The number of employees in the firm;**
236 employees
- vi) **Annual revenue of firm;**
\$34,375,787 (average annual revenue last three years)

vii) Summary of relevant accomplishments

KS Engineers, P.C. (KSE) provides comprehensive construction inspection and management services on projects key to the region's transportation infrastructure, the educational community and for both public and private facilities and buildings. Nearly half of the firm's revenue is generated from construction inspection and construction management services. Whether project needs call for a professional CM to augment the owners staff with pre-planning, design, construction, engineering and management expertise or on-site construction teams consisting of resident engineers and inspectors for reviewing work in-progress for contractor conformance to



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 Tel:212.616.2657 . Fax:212.616.3060 .www.kseng.com

the specifications, design intent and safety programs, KSE has the expertise in carrying out successful field programs.

KSE has and continues to provide Construction Management and Inspection services to a variety of agencies (State, County and Local) for "On-Call" or "Task Order" type contracts. These include some of the following on going or recently completed contracts:

- County of Ocean, NJ, On-Call Construction Management for Roads and Bridges
- PANYNJ, Call-In Construction Management Services
- MTA TBTA, As-Needed Construction Administration and Inspection
- NJ Transit, Task Order Contract - Construction Management Services
- Battery Park City Authority, On Call Engineering Services - CI/CM
- Southeastern Pennsylvania Transportation Authority, GEC - Construction Management and Inspection Services
- Delaware River Joint Toll Bridge Commission, Construction Management Services Task Order Agreement
- City of Philadelphia - Division of Aviation, On-Call Construction Management Services
- Maryland Transit Administration, On-Call Construction Management & Inspection for Statewide Construction Projects

Since our inception in 1991, the professionals at KSE have dedicated themselves to providing excellence in engineering design. The quality and on-time delivery of our services are key factors in our strong growth. The professionals at KSE understand that the projects on which we work become an intrinsic part of the communities that we serve. We are proud that our commitment to excellence has been recognized by our peers and colleagues. The following is a partial list of our recent awards and achievements:

KS Engineers, P.C. - Awards (NJ, NY, PA)

2017

- Silver Award from ACEC NY 2017; Distinguished Award from ACEC NJ 2017; ASCE Metropolitan Section Design-Build Project of the Year - *MTA Long Island Railroad, Design-Build Services for Colonial Road Bridge Replacement and Pocket Track Extension, Village of Thomaston, Town of North Hempstead, NY*
- Platinum Award ACEC NY 2017 - *New York City Dept. of Design & Construction, Installation of Trunk Water Mains in Astor Place and Cooper Square, Manhattan, NY*
- Distinguished Award from ACEC NJ - *County of Essex, South Orange Avenue Traffic Improvements – CM*



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 Fax:212.616.3060 .www.kseng.com

2016

- NJ Biz Top Minority-Owned Businesses
- NJ Biz Top Construction Management Firms
- NJ Biz Top 250 Private Companies

2015

- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee Firms
- NJ Biz Top Construction Management Firms

2014

- Silver Award for Engineering Excellence - ACEC NY / Distinguished Award for Engineering Excellence - ACEC NJ - *New York State Thruway Authority, Installation of ITS Devices in New York Division, Rockland, Westchester, Orange & Ulster Counties, NY*
- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee And PM Firms

2013

- Silver Award for Engineering Excellence - ACEC NY - *New York City Department of Design and Construction, Reconstruction of Pratt Avenue Area, Bronx, NY*
- ENR/Engineering News-Record - Top 100 Professional Service Firms
- NJ Biz Top Construction Management Firms

2012

- NJ Biz Top Construction Management Firms

2011

- NJ Biz 50 Fastest Growing Companies

viii) **Copies of all state and local licenses and permits.**
See attached, NYS Certifications.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through May 31, 2017.

Selected Entity Name: KS ENGINEERS, P.C.

Selected Entity Status Information

Current Entity Name: KS ENGINEERS, P.C.

DOS ID #: 2211619

Initial DOS Filing Date: DECEMBER 24, 1997

County: NEW YORK

Jurisdiction: NEW JERSEY

Entity Type: FOREIGN PROFESSIONAL CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

KS ENGINEERS, P.C.

494 BROAD STREET 4TH FL

NEWARK, NEW JERSEY, 07102

Chief Executive Officer

KAMAL SHAHID

494 BROAD STREET

4TH FLOOR

NEWARK, NEW JERSEY, 07102

Principal Executive Office

KAMAL SHAHID

4 HASTINGS ROAD

HOLMDEL, NEW JERSEY, 07733

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
DEC 24, 1997	Actual	KS ENGINEERS, P.C.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

01/19/2018

Name : KS ENGINEERS PC

Street Address :

494 BROAD STREET

4TH FLOOR

NEWARK, NJ 071020000

Business Entity : Professional Service Corporation

PSC # : 080287

Initial Filing Date : 12/24/97

Current through : 06/30/18

Certificate of Authorization to provide Land Surveying Services in New York State :

YES CERT# 0014180 EXPIRES 08/20

Certificate of Authorization to provide Professional Engineering Services in New York State :

YES CERT# 0012123 EXPIRES 02/18

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.

[050295](#) RUPNARAIN DAVID DYAL -

[051898](#) MOUTAL HARVEY P -

[053085](#) ALAIMO DIEGO -

[054989](#) FREGA FRANK A -

[060049](#) BROBERG GEORGE ROBERT -

[061209](#) BRASACCHIO LUIGI PIETRO PAOLO -

[066222](#) SHAHID M KAMAL -

[070751](#) PERLMUTTER JACOB R -

[073077](#) ASSIS GEORGE FOUAD -

[095648](#) ULLIKASHI PRADEEP -

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**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 721
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AL
IS GRANTED WHICH ENTITLES

**KS ENGINEERS PC
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW Y
THE PERIOD 03/01/2015 TO 02/28/2018.

D. E. Lentivech

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

**CERTIFICATE NUMBER
0012123**



John B. ...
JOHN B
PRESIDENT OF
AND COMMISSION

**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

**KS ENGINEERS PC
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
09/01/2017 TO 08/31/2020.

**CERTIFICATE NUMBER
0014180**



Maryellen Elia
**MARYELLEN ELIA
COMMISSIONER OF EDUCATION**

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2015

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants
42 Broadway, Suite 1815, New York, NY 10004
Tel: (212) 425 -3300 Fax: (212) 425-3131

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., which comprise the balance sheet as of December 31, 2015, and the related statements of operations and retained earnings and cash flow for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

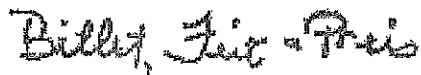
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York
August 2, 2016

KS ENGINEERS, P.C.

**BALANCE SHEET
DECEMBER 31, 2015**

ASSETS - COLLATERALIZED

Current Assets

Cash and cash equivalents	\$ 1.104
Accounts receivable	9,842,908
Retainage receivable - current portion	250,000
Unbilled engineering costs	6,485,352
Costs and estimated earnings in excess of billings on uncompleted contracts	1,933,596
Business Insurance Trust Receivable	6,551
Loan to related party - current portion	10,000
Prepaid expenses	223,725
Total Current Assets	<u>18,753,236</u>

Property & Equipment:

Vehicles, Office and Survey Equipment (net of accumulated depreciation \$245,315)	<u>360,245</u>
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Other Assets

Retainage receivable - noncurrent portion	595,537
Loans to related party - noncurrent portion	138,052
Officer loan	223,712
Investment in Joint Ventures	601
Security deposits	59,582
Total Other Assets	<u>1,017,484</u>

TOTAL ASSETS

\$20,130,965

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 508,792
Accounts payable	2,962,195
Accrued expenses and taxes payable	1,426,459
Bank revolving line of credit	3,136,780
Loans payable - current portion	41,184
Billing in excess of costs and estimated earnings on uncompleted contracts	879,091
Total Current Liabilities	<u>8,954,501</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - noncurrent portion	29,498
Deferred rent	115,747
Deferred income taxes payable	258,770
Total Long-Term Liabilities	<u>512,865</u>
Total Liabilities	<u>9,467,366</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	10,392,449
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>10,663,599</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$20,130,965

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2015

<u>Sales</u>		\$36,873,889
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,332,350	
Direct labor including premium time	14,256,126	
Subcontracting and other direct costs	9,209,655	
	<u>27,798,131</u>	
Less: ending unbilled engineering costs	(6,485,352)	
Total Job Costs		<u>21,312,779</u>
Gross profit		15,561,110
<u>Operating Expenses</u>		
Indirect labor	7,596,476	
Payroll taxes	1,838,203	
Insurance	1,525,497	
Rent	871,975	
Professional Fees	620,679	
Officer Salary	484,600	
Auto Expense	423,961	
Depreciation and amortization	108,393	
Other indirect expenses	1,237,275	
Total Operating Expenses		<u>14,707,059</u>
Operating income		854,051
<u>Other Income and (Expenses)</u>		
Rental income	17,381	
Interest and Dividend income	1,514	
Miscellaneous income	3,628	
Loss on Joint Ventures	(399)	
Interest expense	(49,043)	
Total Other Income and (Expenses), net		<u>(26,919)</u>
Net income before provision for income taxes		827,132
Income taxes		<u>9,077</u>
Net income		818,055
Retained earnings - beginning of year		<u>9,574,394</u>
Retained earnings - end of year		<u>\$10,392,449</u>

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2015

Cash Flows From Operating Activities

Net income	\$ 818,055
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	108,393
(Increase) decrease in assets:	
Accounts receivable	(1,967,739)
Retainage receivable	(141,025)
Unbilled engineering costs	(2,153,002)
Costs in excess of billings	(67,176)
Employee loan	500
Prepaid expenses	(65,527)
Business Insurance Trust Receivable	(6,551)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	2,341,307
Accrued expenses and taxes payable	40,138
Billings in excess of costs	270,956
Deferred rent	6,167
Deferred income taxes	(6,527)
Total Adjustments	<u>(1,640,164)</u>
Net cash used by operating activities	<u>(822,109)</u>

Cash Flows From Investing Activities

Purchase of equipment	(231,820)
Purchase of vehicles	(66,750)
Investment in Joint ventures	(601)
Net cash used by investing activities	<u>(299,171)</u>

Cash Flows From Financing Activities

Decrease in bank overdraft	(719,440)
Increase in loans payable	13,765
Increase in loan to officer	(7,500)
Increase in line of credit	1,832,287
Net cash provided by financing activities	<u>1,119,112</u>

Net decrease in cash and cash equivalents	(2,168)
Cash and cash equivalents at beginning of period	3,272
Cash and cash equivalents at end of period	<u>\$ 1,104</u>

Supplemental Disclosure

Interest paid	\$ 49,043
Taxes paid	\$ 15,604
Noncash activity - Write off of fully depreciated assets	\$ 94,611

See independent accountant's review report and accompanying notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

KS Engineers, P.C. (the "Company") is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable.

UNBILLED COSTS

Represent costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all the retainage receivable is collectible.

PROPERTY AND EQUIPMENT

Property and Equipment are stated at cost net of accumulated depreciation. Betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 154,243
Office equipment	7 years	6,335
Survey Equipment/Software	3 years	264,833
		<u>425,411</u>
Less: Accumulated depreciation		<u>(143,583)</u>
Net cost		<u>\$ 281,828</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(101,732)</u>
Net cost		<u>\$ 78,417</u>

Depreciation and amortization expense for the year ended December 31, 2015 was \$96,159 and \$12,234 respectively.

SECURITY DEPOSITS

Security deposits represent deposits for office space rented by the Company.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. For tax purposes, the Company has elected to be on the cash basis. The provision for income taxes represents minimum New York State, New Jersey, Pennsylvania, Philadelphia and allocated New York City Corporation taxes, plus the change in deferred tax liability.

The federal and state tax returns of the Company, as detailed above, for 2012-2014 are subject to examination generally for three years after they are filed (four years for New Jersey). The Company has not been notified of any audit as of the report date.

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$7,980 for the year ended December 31, 2015.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of the Company's short term financial instruments such as receivables and payables approximate their fair values, based on the short-term maturities of these instruments.

CONCENTRATION OF CREDIT RISK

The Company's operations are dependent upon governmental infrastructure projects which represents all of the Company's revenue. The Company provides engineering services to the New York, New Jersey, Philadelphia, PA and New York City government agencies. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2015 and not billed until 2016	\$4,778,999
2) Costs incurred in calendar year 2015 for extra work performed and unbilled on two projects due to change orders pending approval	<u>1,706,353</u>
Total Unbilled costs	<u>\$6,485,352</u>

NOTE 3 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2015 the balance was \$1,933,596.

KS ENGINEERS, P.C.
NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 4 - LOAN TO RELATED PARTY

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2015 was deferred to the following year.

NOTE 5 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 6 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2015 are comprised of the following:

Insurance	\$150,521
Rent	35,525
Software Licenses	15,173
Others	22,506
Total	<u>\$223,725</u>

NOTE 7 - LINE OF CREDIT

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2015 the amount due was \$3,136,780 and the interest rate at year end was 3.5%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.

NOTE 8 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates. As of December 31, 2015 the balance was \$879,091.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 9 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,800.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,848.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now due to expire on December 31, 2016. At year end the monthly rent was \$24,500.

d) The Company entered into a 5 year lease in September 2011 for space in Mt Laurel, NJ and now due to expire on August 31, 2016. On December 7, 2015 this lease was extended for 5 more years due to expire on August 31, 2021. At year end the monthly rent was \$4,497.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2016	\$ 816,601
2017	586,246
2018	521,619
2019	506,225
2020	515,808
Thereafter	36,865
TOTAL	<u>\$2,983,364</u>

Total rent expense for the year ending December 31, 2015 is \$871,975.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 10 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

e) Equipment leases - The Company has committed to eleven auto leases and two equipment leases. The remaining commitment for the leases is as follows:

For the Year Ending December 31,

2016	\$131,350
2017	110,918
2018	85,100
2019	64,661
2020	26,340
TOTAL	<u>\$418,369</u>

f) The Company is subject to various audits that arise in the ordinary course of its business activities. Each of these matters is subject to various uncertainties, and it is possible that some of these matters will be decided unfavorably against the Company. Management does not believe this would not have a material effect on its financial position or results of its operations.

NOTE 11 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2015.

NOTE 12- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2015, the Company contributed \$277,891 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2015 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 13 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2015 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

NOTE 14 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

Current:

State and local	\$15,604
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Deferred:

Local	<u>(6,527)</u>
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	<u>\$ 9,077</u>
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The Company files its income taxes on a cash basis. Thus, accounts receivables, retainage receivables, unbilled costs and cost in excess of earnings give rise to future taxable temporary differences and accounts payable, accrued expenses, deferred rent and billings in excess of cost give rise to future deductible temporary differences. This represents the local deferred tax effect using an allocation factor to NYC of 21.3% and a tax rate of 8.85% (New York City corporation tax rate) of these temporary differences.

NOTE 15 - OTHER OPERATING EXPENSES

Other operating expenses is comprised of equipment leasing, computer related expenses, transportation expenses, telephone and utilities, office expenses, training, travel and meals and other incidentals.

NOTE 16 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 2, 2016, the date on which the financial statements were available to be used. There were no matters to disclose.

NOTE 17 - BACKLOG

The Company's backlog totaled approximately \$122,000,000 as of the report date which includes contracts in progress as of the report date and contracts awarded or designated in favor of the Company as of the report date for which work has not yet commenced.

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2014

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants
42 Broadway, Suite 1815, New York, NY 10004
Tel: (212) 425 -3300 Fax: (212) 425-3131

Independent Accountant's Review Report

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying financial statements of KS Engineers, P.C., (the Company), which comprise the balance sheet as of December 31, 2014 and the related statements of income and retained earnings and cash flows for the year than ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

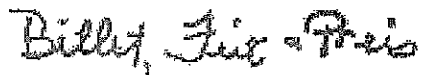
Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,

BILLET, FEIT & PREIS, P.C.

A handwritten signature in cursive script that reads "Billet, Feit & Preis".

Certified Public Accountants

New York
June 19, 2015

KS ENGINEERS, P.C.

**BALANCE SHEET
DECEMBER 31, 2014**

ASSETS

Current Assets

Cash and cash equivalents	\$ 3,272
Accounts receivable	7,875,169
Retainage receivable - current portion	250,000
Unbilled engineering costs	4,332,350
Costs and estimated earnings in excess of billings on uncompleted contracts	1,866,420
Employee loan	500
Loan to related party - current portion	10,000
Prepaid expenses	158,198
Total Current Assets	<u>14,495,909</u>

Fixed Assets (net of accumulated depreciation \$231,430)	<u>170,069</u>
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Other Assets

Retainage receivable - noncurrent portion	454,512
Loans to related party - noncurrent portion	138,052
Officer loan	216,212
Security deposits	59,504
Total Other Assets	<u>868,280</u>

TOTAL ASSETS	<u>\$15,534,258</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 1,228,232
Accounts payable	620,889
Accrued expenses and taxes payable	1,386,321
Bank revolving line of credit	1,304,493
Loans payable - current portion	41,627
Billing in excess of costs and estimated earnings on uncompleted contracts	608,135
Total Current Liabilities	<u>5,189,697</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - noncurrent portion	15,290
Deferred rent	109,580
Deferred income taxes payable	265,297
Total Long-Term Liabilities	<u>499,017</u>
Total Liabilities	<u>5,688,714</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	9,574,394
Less: Treasury stock, at cost, 250 shares	(43,750)
Total Stockholders' Equity	<u>9,845,544</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$15,534,258</u>
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See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2014

<u>Sales</u>		\$30,424,350
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 4,162,746	
Direct labor including premium time	11,556,521	
Subcontracting and other direct costs	4,227,933	
	<u>19,947,200</u>	
Less: ending unbilled engineering costs	<u>(4,332,350)</u>	
Total Job Costs		<u>15,614,850</u>
Gross profit		14,809,500
<u>Operating Expenses</u>		
Indirect labor	6,395,310	
Officer's salary	417,600	
Rent	901,778	
Deprecation	49,958	
Insurance	1,543,809	
Professional Fees	666,912	
Auto expense	376,337	
Other indirect expenses	2,948,377	
Total Operating Expenses		<u>13,300,081</u>
Operating income		1,509,419
<u>Other Income and (Expenses)</u>		
Rental income	22,424	
Interest and Dividend income	1,088	
Miscellaneous income	427	
Gain on sale of vehicle	4,000	
Interest expense	<u>(25,471)</u>	
Total Other Income and (Expenses), net		<u>2,468</u>
Net income before provision for income taxes		1,511,887
Income taxes		<u>35,944</u>
Net income		1,475,943
Retained earnings - beginning of year		<u>8,098,451</u>
Retained earnings - end of year		<u>\$ 9,574,394</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014**

Cash Flows From Operating Activities

Net income	\$ 1,475,943
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	49,958
Gain on sale of vehicle	(4,000)
(Increase) decrease in assets:	
Accounts receivable	(1,182,027)
Retainage receivable	(120,696)
Unbilled engineering costs	(169,604)
Costs in excess of billings	(165,399)
Employee loan	2,500
Prepaid expenses	(78,536)
Security deposits	(78)
Increase (decrease) in liabilities:	
Accounts payable	(308,554)
Accrued expenses and taxes payable	508,573
Billings in excess of costs	77,865
Deferred rent	16,057
Deferred income taxes	23,965
Total Adjustments	<u>(1,349,976)</u>
Net cash provided by operating activities	<u>125,967</u>

Cash Flows From Investing Activities

Purchase of software	(33,015)
Proceeds from sale of vehicle	4,000
Net cash used by investing activities	<u>(29,015)</u>

Cash Flows From Financing Activities

Increase in bank overdraft	616,209
Increase in loans payable	14,576
Increase in loan to officer	(1,000)
Decrease in line of credit	<u>(727,870)</u>
Net cash used by financing activities	<u>(98,085)</u>

Net decrease in cash and cash equivalents	(1,133)
Cash and cash equivalents at beginning of period	4,405
Cash and cash equivalents at end of period	<u>\$ 3,272</u>

Supplemental Disclosure

Interest paid	<u>\$ 25,471</u>
Taxes paid	<u>\$ 11,979</u>
Noncash activity - software purchase through 100% financing	<u>\$ 33,015</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date. There was no bad debt expense for the year ending December 31, 2014.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FIXED ASSETS

Fixed assets are stated at cost net of accumulated depreciation. The costs of additions and betterments in excess of \$5,000 are capitalized and expenditures for repairs and maintenance are expensed in the period incurred.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, as follows:

<u>Class</u>	<u>Useful Life</u>	<u>Cost</u>
Transportation equipment	5 years	\$ 158,477
Machinery and equipment	7 years	29,858
Software	3 years	33,015
		<u>221,350</u>
Less: Accumulated depreciation		<u>(143,862)</u>
Net cost		<u>\$ 77,488</u>

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement, utilizing the straight-line method as follows:

Leasehold improvements	10-15 years	\$180,149
Less: Accumulated amortization		<u>(87,568)</u>
Net cost		<u>\$ 92,581</u>

SECURITY DEPOSITS

Security deposits represent deposits for office space rented by the Company.

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due (reported on the cash basis) plus the change in deferred tax liability.

The Company files income tax returns in the U.S. in several states and cities. With the exception of New Jersey which may audit the last four years, the Company is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2011. The years 2011 to 2013 remain subject to examination by taxing authorities. The Company has not been notified of any audit as of the report date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$10,310 for the year ended December 31, 2014.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

CONCENTRATION OF CREDIT RISK

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to clients as of the balance sheet date which include the following categories:

1) Costs incurred in calendar year 2014 and not billed until 2015	\$3,657,144
2) Costs incurred in calendar year 2014 for extra work performed and unbilled on two projects due to change orders pending approval	<u>675,206</u>
Total Unbilled costs	<u>\$4,332,350</u>

NOTE 3 - RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2014.

KS ENGINEERS, P.C.
NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2014 the balance was \$1,866,420.

NOTE 5 - LOAN TO RELATED PARTY

The loan represents a loan to a related party in the amount of \$150,000. The loan will be repaid over 15 years at \$10,000 a year with an interest rate of 3%. Payment due in 2014 was deferred to the following year.

NOTE 6 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 7 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2014 are comprised of the following:

Insurance	\$ 74,102
Software licenses	25,057
Rent	42,275
Others	16,764
Total	<u>\$158,198</u>

NOTE 8 - LOANS PAYABLE - BANK

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note (the Note) limited at \$6,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2014 the amount due was \$1,304,493 and the interest rate at year end was 3.25%. The Note must be paid down to a limited balance of \$1,500,000 once a year for a full month. The Note is due to expire on August 31, 2016.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 9 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

NOTE 10 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 11 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ. At year end, the monthly rent was \$34,075.00.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2018. At year end the monthly rent was \$7,474.

Rent expense for these two leases are recorded ratably over the term of the lease, which results in deferred rent payable, as included in the balance sheet in accordance with FASB ASC 840.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now due to expire on December 31, 2015. At year end the monthly rent was \$25,000.

d) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ. At year end the monthly rent was \$4,306.

The following is a schedule by year of future annual rental payments required under these operating leases.

For the Year Ending December 31,

2015	\$ 810,661
2016	522,601
2017	534,190
2018	468,679
2019	452,400
Thereafter	461,100
TOTAL	<u>\$3,249,631</u>

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 12 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$294,000 for 2014.

NOTE 13- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2014, the Company contributed \$213,810 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

NOTE 14 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2014 only 1 employee is participating. The rest of the eligible employees have retired or resigned.

NOTE 15 - BACKLOG

The Company's backlog as of December 31, 2014 is approximately \$86,000,000. This backlog includes the following:

- a. Remaining contract amounts which have not yet been performed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2014 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 16 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$11,979
 <u>Deferred:</u>	
Local	<u>23,965</u>
	 <u>\$35,944</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the accrual method of accounting and the cash basis used for the Company's income tax returns. Per past history of the Company and the Company's estimate for 2015, the deferred tax liability of \$265,297 is not expected to be paid within the next twelve months.

NOTE 17 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2015, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

KS ENGINEERS, P.C.

FINANCIAL STATEMENTS

(See Independent Accountant's Review Report)

FOR THE YEAR ENDED DECEMBER 31, 2013

BILLET, FEIT AND PREIS, P.C.

Certified Public Accountants and Consultants

Elihu Baer
Jeffrey Morgenstern
Joseph Morgenstern
Robert Preis
Richard Spierer
Yussie Steier
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New York, New York 10004

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Independent Accountant's Review Report

To The Board of Directors
KS Engineers, P.C.
Newark, NJ 07102

We have reviewed the accompanying balance sheet of KS Engineers, P.C., (the Company) as of December 31, 2013 and the related statements of income and retained earnings and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

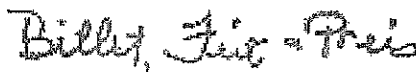
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted.

BILLET, FEIT & PREIS, P.C.



Certified Public Accountants

June 19, 2014

KS ENGINEERS, P.C.
BALANCE SHEET
DECEMBER 31, 2013

ASSETS

Current Assets

Cash and cash equivalents	\$ 4,405
Accounts receivable	6,693,142
Retainage receivable - current portion	145,750
Unbilled engineering costs	4,162,746
Costs and estimated earnings in excess of billings on uncompleted contracts	1,701,022
Employee loan	3,000
Loan to related party - current portion	10,000
Prepaid expenses	79,662
Total Current Assets	<u>12,799,727</u>

Fixed Assets (net of accumulated depreciation \$594,333)	<u>187,012</u>
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Other Assets

Retainage receivable - less current portion	438,066
Loans to related party - non-current portion	138,052
Officer loan	215,212
Security deposit	59,427
Total Other Assets	<u>850,757</u>

TOTAL ASSETS	<u>\$13,837,496</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Bank overdraft	\$ 612,023
Accounts payable	929,443
Accrued expenses and taxes payable	877,749
Bank revolving line of credit	2,032,363
Loans payable - auto - current portion	14,114
Billing in excess of costs and estimated earnings on uncompleted contracts	530,270
Total Current Liabilities	<u>4,995,962</u>

Long-Term Liabilities

Officer advances	108,850
Loans payable - banks - less current portion	28,227
Deferred rent	93,524
Deferred income taxes payable	241,332
Total Long-Term Liabilities	<u>471,933</u>
Total Liabilities	<u>5,467,895</u>

Stockholders' Equity

Common stock - par value \$.01, 500 shares authorized, 500 shares issued	314,900
Retained earnings	8,098,451
Less: Treasury stock, at cost, 250 shares	<u>(43,750)</u>
Total Stockholders' Equity	<u>8,369,601</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$13,837,496</u>
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See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2013

<u>Sales</u>		\$26,555,485
<u>Job Costs</u>		
Beginning unbilled engineering costs	\$ 3,980,225	
Direct labor including premium time	9,336,516	
Subcontracting and other direct costs	4,530,863	
	<u>17,847,604</u>	
Less: ending unbilled engineering costs	4,162,746	
Total Job Costs		<u>13,684,858</u>
Gross profits		12,870,627
<u>Operating Expenses</u>		
Indirect labor	5,840,083	
Officer's salary	386,800	
Rent	836,266	
Deprecation	64,462	
Other indirect expenses	4,783,838	
Total Operating Expenses		<u>11,911,449</u>
Operating income		959,178
<u>Other Income and (Expenses)</u>		
Rental income	22,369	
Interest income	708	
Dividend	460	
Gain on sale of vehicle	5,000	
Misc. income	1,551	
Interest expense	(59,516)	
Total Other Income and (Expenses)		<u>(29,428)</u>
Net income before provision for income taxes		929,750
Income taxes		<u>41,992</u>
Net income		887,758
Retained earnings - beginning of year, as restated		<u>7,210,693</u>
Retained earnings - end of year		<u>\$8,098,451</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013**

Cash Flows From Operating Activities

Net income	\$ 887,758
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	64,462
Deferred income taxes	31,562
Deferred rent	19,888
Gain on sale of vehicle	(5,000)
(Increase) decrease in assets:	
Accounts receivable	(933,378)
Retainage receivable	(48,293)
Unbilled engineering costs	(182,521)
Costs in excess of billings	(320,490)
Prepaid expenses	133,570
Security deposits	(220)
Increase (decrease) in liabilities:	
Bank overdraft	(17,463)
Accounts payable	534,289
Accrued expenses	(8,657)
Billing in excess of costs	4,789
Client deposit	(29,500)
Total Adjustments	<u>(756,962)</u>
Net cash provided by operating activities	<u>130,796</u>

Cash Flows From Investing Activities

Purchase of vehicle	(36,466)
Proceeds from sale of vehicle	5,000
Net cash used by investing activities	<u>(31,466)</u>

Cash Flows From Financing Activities

Decrease in loan	(162,562)
Increase in loan payable vehicle	42,341
Increase in line of credit	23,300
Net cash used by financing activities	<u>(96,921)</u>

Net increase in cash and cash equivalents	2,409
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Cash and cash equivalents at beginning of period	1,996
Cash and cash equivalents at end of period	<u>\$ 4,405</u>

Supplemental Disclosure

Interest paid	<u>\$ 59,516</u>
Taxes paid	<u>\$ 10,430</u>

See independent accountant's review report and notes to financial statements.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company is a successor to Haks Engineers, a partnership which was formed April 29, 1991 for the purpose of providing professional engineering services in the architectural, civil, structural, and transportation fields. The Company was incorporated on July 29, 1994, and effective September 1, 1994, Haks Engineers, Partnership, assigned all its assets subject to all its liabilities, and all its contracts to Haks Engineers, P.C. New York. Haks Engineers, P.C. New Jersey was incorporated December 6, 1994. The Company's central operating office is located at 494 Broad Street in Newark, NJ. The Company provides all its services to different governmental agencies. On July 31, 1997, the Company purchased all the shares of the other stockholder, and the remaining sole stockholder of the Company sold his interest in Haks Engineers P.C. (NY).

BASIS OF PRESENTATION

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with U.S. GAAP.

REVENUE RECOGNITION

The Company engineering and other services are performed primarily under long-term cost type contracts. Revenues are recognized when costs are incurred for cost type contracts and on a percentage-of-completion method for fixed price contracts. Anticipated contract losses of the Company are recognized in full when reasonably determined. Unbilled engineering costs represent costs incurred during design and construction management in progress, which have not as yet been billed to the client. In addition it includes the excess of the actual rate over provisionally billed rates.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company, at times, maintains cash balance with financial institutions that may be in excess of the FDIC insurance limit.

ACCOUNTS RECEIVABLE

Accounts receivable represents the excess of contract billings over collections to date. The Company has determined that no provision for delinquent or uncollectible receivables is necessary based upon the nature of their governmental clientele and historic successful collections of all previous accounts receivable. Consequently, no allowance for doubtful accounts is deemed required by management as of the balance sheet date.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FIXED ASSETS

Fixed assets are stated at cost net of accumulated depreciation. Depreciation is provided using the straight-line methods over the estimated useful lives of the respective assets, as follows:

Transportation equipment	5 years
Machinery and equipment	5 years
Computer and software	3 years
Furniture and fixtures	5 years
Office equipment	5 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

SECURITY DEPOSIT

Security deposits represent deposits for office space rented by the Company.

INCOME TAXES

The Company has elected under the provisions of the Internal Revenue Service Code to be a Professional Corporation and an "S" Corporation for both Federal and New Jersey income tax purposes. Accordingly, no provision has been made for Federal Income Taxes, since any income tax is passed directly to the shareholder. The Company also prepares tax returns for Philadelphia, PA, the states of Pennsylvania and New York, as well as New York City. The provision for taxes is based primarily on New York City Corporation Taxes due on the cash basis plus the change in deferred tax liability.

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising amounted to \$8,535 for the year ended December 31, 2013.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, receivables and payables approximate their fair value due to their short term maturity.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONCENTRATION OF CREDIT RISK

All of the Company's revenues are earned from various state and local governmental agencies primarily within the NY City and Philadelphia Metropolitan areas.

The Company's operations are substantially dependent on governmental infrastructure projects. Significant changes in the level of government projects could have a favorable or unfavorable impact on the Company.

NOTE 2 - UNBILLED COSTS

Represents costs incurred to date in connection with jobs in progress but not yet billed to the prospective clients as of the balance sheet date.

NOTE 3 - RETAINAGE RECEIVABLE

This account represents amounts retained by various government agencies until completion of their respective contracts with the Company. Management believes that all of the retainage receivable is collectible as of December 31, 2013.

NOTE 4 - COSTS & ESTIMATED EARNINGS IN EXCESS OF BILLINGS

This reflects net under-billings to various agencies based on the difference between the provisional overhead billing rates and the actual unaudited overhead rates. As of December 31, 2013 the balance was \$1,701,022.

NOTE 5 - LOAN TO RELATED PARTY

Represents loan to a related party to be repaid over 15 years at \$10,000 a year with an interest rate of 3%.

NOTE 6 - CONTRACT CLAIMS

In accordance with the American Institute of Certified Public Accountants Statement of Position No. 81-1, "Accounting for performance of Construction - Type and Certain Production - Type Contracts," the Company records contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. If both criteria are met, the Company records revenue only to the extent that contract costs relating to the claim have been incurred. As of December 31, 2013 the company had no significant receivables related to contract claims.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 7 - GOVERNMENT CONTRACT MATTERS

The Company's contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to multiple audits by government agencies. In addition, most of the Company's state and local contracts are subject to termination at the discretion of the client.

Audits by the Government and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the government determines the Company has not accounted for such costs consistent with CAS, the government may disallow these costs. Historically, the Company has not had any material cost disallowances by the government as a result of audits. However, there can be no assurance that audits by the governmental agencies will not result in material cost disallowances in the future.

NOTE 8 - PREPAID EXPENSES

Prepaid expenses as of December 31, 2013 are comprised of the following:

Insurance	\$44,879
Software licenses	21,671
Others	13,112
Total	<u>\$79,662</u>

NOTE 9 - LOANS PAYABLE - BANK

The Company has a Working Capital Sweep Plus bank line of credit in the form of a revolving term note limited at \$5,000,000. The Note is secured by a first priority lien and security interest on the Company's accounts receivable. Interest is charged at the Wall Street Journal Prime Rate. At December 31, 2013 the amount due was \$2,032,363. This revolving line of credit was amended as of February 18, 2013 when the borrowing limit was increased from \$3,500,000 to its current limit of \$5,000,000. The note must be cleaned down to a maximum of \$1,000,000 once a year for a full month. The loan is due to expire on August 31, 2014.

On November 11, 2008 the Company signed a term note for \$750,000 payable in monthly installments of \$14,626.67, against principal and interest, maturing on November 15, 2013. Interest was charged at 6.25% per annum. This term note was paid off as of February 2013 with proceeds from the new line of credit.

NOTE 10 - BILLING IN EXCESS OF COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

This reflects net overbillings to various agencies based on the difference between the provisional billing rates and actual overhead rates.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)
(See Independent Accountant's Review Report)

NOTE 11 - OFFICER ADVANCES

This represents non-interest advances extended to the Company. The officer does not intend to collect these advances during the next year.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

a) The Company entered into a twelve year lease on January 1, 2007 expiring December 31, 2020 for its office space at 494 Broad Street, Newark, NJ.

b) On December 8th 2006 the Company entered into a six year lease for office space at 65 Broadway, New York, NY with an extension term expiring March 31, 2015.

c) The Company entered into a three year lease in July 2008 for space in Philadelphia, PA at 35 South 3rd Street- renewed and now expiring December 31, 2015.

d) The Company entered into a 12 month renewable lease in February 2012 for space in Utica, NY.

e) The Company entered into a 5 years lease in September 2012 for space in Mt Laurel, NJ expiring August 31, 2016.

f) The Company entered into a month to month lease in September 2009 for space in North Bergen, NJ.

g) The Company entered into a 12 month renewable lease in January 2013 for space in Stamford, CT.

The following is a schedule by year of future annual rental payments required under these operating leases.

Years	
2014	\$ 798,597
2015	732,550
2016	426,300
2017	435,000
2018	443,700
Thereafter	913,500
TOTAL	<u>\$3,749,647</u>

NOTE 13 - RELATED PARTY TRANSACTIONS

The premises being rented in Philadelphia is owned by a related party. The amount of rent paid to the related party is \$441,000 for 2013.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 14- PENSION

Effective July 1, 1999, the Company adopted the KS Engineers, P.C. 401(k) Retirement Plan to provide retirement benefits for all its eligible employees. The Plan was amended and revised on January 1, 2000. The Plan is a defined contribution plan, to which the Company has the option to make discretionary contributions. The Company has total discretion about whether to make this type of contribution and the amount of the contribution, if any. During the year ending December 31, 2013, the Company contributed \$199,875 to the retirement plan.

Employees may participate in making elective Deferral Contributions, where the Company will match 50% of the employees' contribution of up to 6% of the employee's weekly compensation. Company contributions to the Plan become completely vested to the employees after six years of employment, or upon the employee reaching the normal retirement age of 65.

NOTE 15 - DEFERRED COMPENSATION PLAN

Effective January 1, 2001, the Company entered into Deferred Compensation Agreements with five of its key employees. The Company is obligated to set aside \$5,000 for each key employee per year to pay the deferred compensation benefits. The amounts set aside have been invested in flexible premium variable life insurance policies owned by the Company and issued by Mony Life Insurance Company, which policies will be utilized to pay benefits upon death, disability, retirement or termination of employment after eight years of vested service. As of December 31, 2013 only 1 employee is participating. The rest have retired or resigned.

NOTE 16 - BACKLOG

The Company's backlog as of December 31, 2013 is approximately \$63,288,011.

This backlog includes the following:

- a. Remaining contract amounts which have not been billed for ongoing projects for which contracts have been signed.
- b. Contracts which have been signed, but work has not started.
- c. Contracts which have not been signed but the Company has been designated as the engineering firm for these contracts.

KS ENGINEERS, P.C.

NOTES TO FINANCIAL STATEMENTS - DECEMBER 31, 2013 (CONTINUED)

(See Independent Accountant's Review Report)

NOTE 17 - PROVISION FOR INCOME TAXES

The provision for income taxes is summarized as follows:

<u>Current:</u>	
State and local	\$10,430
 <u>Deferred:</u>	
Local	<u>31,562</u>
	<u>\$41,992</u>

The net deferred tax liability arises mainly due to revenue recognition differences between the financial and tax bases. Per past history of the Company and the Company's estimate of 2014, the deferred tax liability of \$241,332 is not expected to be paid within the next twelve months.

NOTE 18 - RESTATEMENT OF RETAINED EARNINGS

The Company has determined that a restatement of the December 31, 2012 financial statements is appropriate to correct accounting errors in prior years. The changes were a result of incorrect recognition of the deferred tax liability.

The restatement is summarized as follows:

	<u>As</u> <u>Previously</u> <u>Stated</u>	<u>As Restated</u>	<u>Effect On</u> <u>Retained</u> <u>Earnings</u>
Deferred tax liability	\$ -	\$209,770	\$(209,770)
Retained earnings, as previous stated	-	-	7,420,463
Retained earnings, as restated	<u>\$ -</u>	<u>\$ -</u>	<u>\$7,210,693</u>

NOTE 19 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 19, 2014, the date on which the financial statements were available to be issued. There are no material subsequent events requiring disclosure.

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.

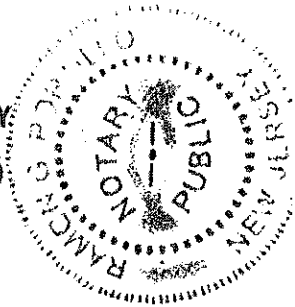
I, Kamal Shahid, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; 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 19 day of January

2018

Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



Name of submitting business: KS Engineers, P.C.

By: Kamal Shahid, PE

Print name

Signature

President

Title

01 / 19 / 2018

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Elite Construction Company of NY, LLC

Address: 1225 Franklin Avenue Suite 325

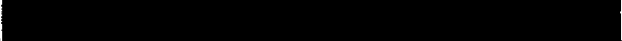
City, State and Zip Code: Garden City, New York 11520

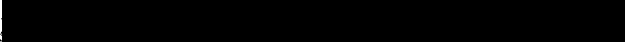
2. Entity's Vendor Identification Number: 27-5298729

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):

Michael E. Reed, CCM 

Eze O. Small, CFM 

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.

Michael E. Reed, CCM 
(51% Ownership)

Eze O. Small, CFM 
49% Ownership)

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.

Elite Construction Contracting, LLC - Common Ownership

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: January 26, 2018

Signed:

 2017

Print Name: Michael E. Reed, CCM

Title: Chief Executive Officer / Managing Member

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

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

1. Name of the Entity: KS Engineers, P.C.

Address: 494 Broad Street, 4th Floor

City, State and Zip Code: Newark, NJ 07102

2. Entity's Vendor Identification Number: 22-3341410

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional 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):

Kamal Shahid, PE, [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.

Kamal Shahid, PE, [REDACTED] (100% Ownership)

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: January 19, 2018

Signed: 

Print Name: Kamal Shahid, PE

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 but 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.

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

BUILDING CONSTRUCTION GROUP

AGREEMENT NO. B95102-02C-J

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) Elite Construction of NY and KSE Engineers, P.C. a joint venture having its principal office at 1225 Franklin Avenue, Suite 325, Garden City, NY 11530 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor 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 Contractor 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.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction 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 Contractor to perform Extra Services. The Contractor shall not perform, nor be

compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor 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) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth 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 One Million (\$1,000,000) dollars.

(b) **Vouchers; Voucher Review, Approval and Audit.** Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor 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 Payment Claims.** The Contractor 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 Contractor 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 Contractor 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 Contractor received notice that the County did not desire to receive such services.

(f) **Payments Relating to Services Rendered by Subcontractors.** The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

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 Firm

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 Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm 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 Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm 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 Firm 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 Firm 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 Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm 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 Firm 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 Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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 Contractor 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.

7. Compliance with Law.
(a) Generally. The Contractor 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 Contractor 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 Contractor agrees as follows:

Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

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. Contractor 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.

On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(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 Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor 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 Contractor shall, and shall cause Contractor 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 Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor 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 Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) 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 as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor 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 Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor 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 Contractor 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 Contractor'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) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor'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 Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 Contractor 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 Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, 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.

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 (\$533.00) 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 the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor 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 Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor 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.


23. Executory Clause. Notwithstanding any other provision of this Agreement:

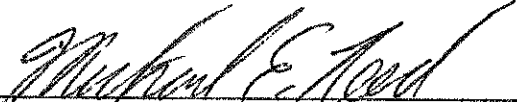
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has 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 Contractor and the County have executed this Agreement as of the date first above written.

By: 
Name: Kamal Shahid, PE
Title: President, KS Engineers
Date: 11/6/2017

By: 
Name: Michael E. Reed, CC17
Title: Chief Executive Officer, Elite Construction of NY, LLC
Date: 11/9/2017

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

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 9 day of November in the year 20017 before me personally came Michael E. Reed 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 the Chief Executive Officer of Elite Construction Company of NY, LLC, 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

Denise M. Seaman

DENISE M. SEAMAN
Notary Public State of New York
No 01SE6107859
Qualified in Nassau County
Commission Expires April 12, 2020

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__ 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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of November in the year 20017 before me personally came Kamat Shahid to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Middlesex, NJ; that he or she is the President of KS Engineers, 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

RAMON G. PORTILLO

NOTARY PUBLIC OF NEW JERSEY

I.D. # 50022321

My Commission Expires 8/31/2020



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 200__ 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

APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building 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 on-call construction management and related engineering services, for various durations, 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 Building Construction 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, and construction related engineering 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.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and twenty eight hundredths (2.28). The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. 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 will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, 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. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00) .

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 Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michael E. Reed, CCM (Name)

1225 Franklin Avenue Suite 325 Garden City, NY 11530 (Address)

(516) 512-8983 (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.

November 6, 2017
Dated

Michael E. Reed, CCM
Signature of Chief Executive Officer

Michael E. Reed, CCM

Name of Chief Executive Officer

Sworn to before me this

6 day of November, 2017.

[Signature]
Notary Public

DONNA M. MYLETT
Notary Public State Of New York
No. 01MY5022600
Qualified In Nassau County
My Commission Expires January 18, 2018

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:

Kamal Shahid, KS Engineers, PC (Name)
125 Tournament Drive, Monroe Township, NJ 08831 (Address)
973-332-5930 (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.

11/7/2017
Dated


Signature of Chief Executive Officer

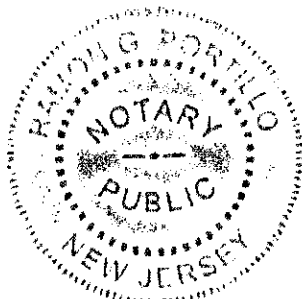
Kamal Shahid, President, KS Engineers, PC
Name of Chief Executive Officer

Sworn to before me this

7th day of November, 2017.


Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020.



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: April 14, 2017

SUBJECT: "On-Call" Construction Management Services: Building Construction Group
RFP No. PW-B95102-02C
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) intends to procure "On-Call" CM Services for our Building Construction Group. The services typically provided under an "On-Call" CM Services Agreement include furnishing Resident Engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services. These services will be needed to supplement our current staff of engineers and construction inspectors in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in 2017/ 2018.

The County received Seventeen (17) responses to the Request for Proposals (RFP), fifteen (15) of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Robert LaBaw, Architect III, John O'Dougherty, Building Inspector III and Joseph Amerigo, Civil Engineer II. The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

Firm Name	Technical Rating	Rank	Cost Proposal (Comparison Only)	Multiplier
Liro Program & Construction Managers	91.2	1	\$610,600.00	2.2
Elite/ KSE	89.2	2	\$602,774.00	2.28
Jacobs	89.2	3	\$482,893.00	2.3
ARCADIS	89.0	4	\$636,991.00	2.3
Techno	88.2	5	\$653,073.16	2.3
D&B Architects & Engineers	87.8	6	\$677,725.00	2.3
Gannett Fleming	86.6	7	\$661,560.00	2.2
Aecom	86.0	8	\$587,239.00	2.15
H2M	84.6	9	\$647,597.00	2.3
Cashin	84.5	10	\$586,500.00	2.3
LKB	82.8	11	\$559,590.00	2.3
Armand	82.4	12	\$519,596.95	2.1
Cameron	81.6	13	\$506,352.76	2.3
Vournou	78.0	14	\$736,585.00	2.1
Baptiste	72.6	15	\$560,550.00	1.85



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

April 14, 2017

Page 2

SUBJECT: "On-Call" Construction Management Services: Building Construction Group
RFP No. PW-B95102-02C
Recommendation of Award

In our professional judgment, the top ten (10) firms, having received a higher technical rating present the best value to the County. Furthermore, it is the Department's recommendation that each of the top ten (10) firms be retained to provide On-Call Building CM Services.

It should be noted that no specific scope of services was requested with this RFP since the services are of an "on-call" nature. A cost proposal was submitted separately in a sealed envelope as requested in the RFP. The firms selected to provide these CM services will be compensated on either a lump sum basis or the actual salaries paid to the technical personnel engaged in performing the services times a multiplier. Funding for these professional services will be available on a project specific capital improvement basis.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

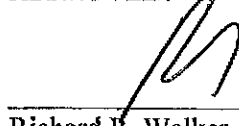


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:pl

c: Shila Shah-Gaynoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Robert LaBaw, Architect III
Joseph Amerigo, Civil Engineer II
John O'Dougherty, Building Construction Inspector III

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

4/18/2017

DISAPPROVED:

Richard R. Walker

Chief Deputy County Executive

Date

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

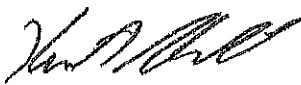
DATE: November 21, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: PW-B95102-02C

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:
On-call Building Construction Management Services
2. The work involves the following:
Providing Resident Engineer's, Inspector's, Cost Estimator's, Scheduler's and construction related engineering services.
3. An estimate of the cost is: \$5,000,000.00
4. An estimate of the duration is: Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (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:RM:WSN:pl

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maltra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II ✓
Joseph Amerigo, Civil Engineer II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Joseph Amerigo, Civil Engineer II

FROM: Office of the Commissioner

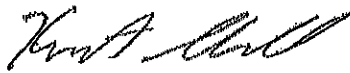
DATE: May 22, 2017

SUBJECT: CSEA Sub-Contracting Approval
C16-036 – PW-B95102-02C
On-Call Building Construction Management Services - Provide Resident Engineers,
Cost Estimators, Schedulers, and Construction Related Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C16-036**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold
Assistant to Commissioner

KGA:las

c: Rakhai Maitra, Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



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)

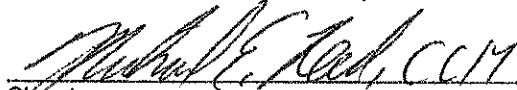
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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.

Michael E. Reed, CCM CEO / Managing Member

Name and Title of Authorized Representative

m/d/yy



Signature

01/26/18

Date

Elite Construction Company of NY, LLC

Name of Organization

1225 Franklin Avenue Suite 325 Garden City, NY 11530

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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.

m/d/yy

Date _____

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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ELITE-1

OP ID: DO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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 Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan	631-669-3434	CONTACT NAME: Kevin P. Regan	
		PHONE (A/C, No, Ext): 631-669-3434	FAX (A/C, No): 631-669-3035
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Southwest Marine and General	
		INSURER B: State Insurance Fund	36102
		INSURER C: Standard Security Life Ins. Co	69078
		INSURER D: Utica National Assurance Co.	10687
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

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

See Holder Notes

CERTIFICATE HOLDER

CANCELLATION

CDEPTPU

Nassau County Department of
Public Works
1194 Prospect Ave
Westbury, NY 11590

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



ELITE-1

OP ID: DO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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PRODUCER Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Kevin P. Regan		631-669-3434		CONTACT NAME: Kevin P. Regan	
				PHONE (A/C, No, Ext): 631-669-3434	
				FAX (A/C, No): 631-669-3035	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				NAIC #	
INSURED Elite Construction Company of New York, LLC c/o Mike Reed 1225 Franklin Avenue Suite 325 Garden City, NY 11530				INSURER A: Southwest Marine and General	
				INSURER B: State Insurance Fund	
				INSURER C: Standard Security Life Ins. Co.	
				INSURER D: Utica National Assurance Co.	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PK2017CML00065	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BAC6140016	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX2017CML00026	07/07/2017	07/07/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H 2153-476-3	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PK2017CML00065	07/07/2017	07/07/2018	Liability \$ 1,000,000
C	NYS Disability			R 98146-000	01/01/2017	01/01/2018	

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

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	CDEPTPU
	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 	

NOTEPAD:

HOLDER CODE CDEPTPU
INSURED'S NAME Elite Construction Company of

ELITE-1
OP ID: DO

PAGE 2

Date 11/07/2017

"On Call" Buildings Construction Services: Building Construction Group I
the "Services" for RFP No. PW-B95102-02C.
Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers,
P.C. - JV, KS Enginnars, PC and County of Nassau Dept. of Public Works, NY
as respects General & Excess Liability where required by written contract.
General & Excess Liability additional insureds is primary & non -
contributory where required by written contract. Waiver of Subrogation
applies as respects general & excess liability where required by written
contract. 30 day written notice of cancelllation to the certificate
holder applies.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 275298729
REGAN AGENCY INC
463 DEER PARK AVENUE
BABYLON NY 11702



Scan to Validate

POLICYHOLDER ELITE CONSTRUCTION COMPANY OF NEW YORK LLC 1225 FRANKLIN AVE SUITE 325 GARDEN CITY NY 11530		CERTIFICATE HOLDER NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVE WESTBURY NY 11590	
POLICY NUMBER H2153 476-3	CERTIFICATE NUMBER 951113	POLICY PERIOD 07/11/2017 TO 07/11/2018	DATE 11/8/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2153 476-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 883816533



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Timothy Esler PHONE (A/C, No, Ext): (201) 262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (A/C, No): (201) 262-7810															
INSURED KS Engineers, P.C. 494 Broad Street 4th Floor Newark NJ 07102-3217		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C: Continental Insurance Company of NJ</td><td>42625</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Continental Insurance Company of NJ	42625	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Continental Insurance Company of NJ	42625																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: Master 17-18

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes Contractual & XCU Coverage Per GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X Y	PSB0004115 Policy Terms & Conditions Includes Coverage within	7/31/2017 50' of RR	7/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X Y	PSA0002381	7/31/2017	7/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PSE0002790	7/31/2017	7/31/2018	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X Y	ZUP-51M65115-17-NF	7/31/2017	7/31/2018	AGGREGATE \$ 5,000,000 ea occurrence/aggregate \$ 10M/10M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL & POLLUTION INCIDENT LIABILITY		AEH591867355 FULL PRIOR ACTS	11/21/2017	11/21/2018	PER CLAIM LIMIT \$5,000,000 ANNUAL AGGREGATE LIMIT \$5,000,000

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

RE: KSE Project No. 2017-1946 . "On Call" Buildings Construction Services: Building Construction Group I the "Services" for RFP No. PW-B95102-02C. Additional Insured- Elite Construction Company of NY, L.L.C./KS Engineers, P.C. - JV, KS Enginners, PC and County of Nassau Dept. of Public Works, NY as respects General , auto & Excess liability where required by written contract. General, auto & Excess Liability additional insureds is primary & non - contributory where required by written contract. Waiver of Subrogation applies as respects general , auto & excess liability where required by written contract. 30 day written notice of cancelllation to the certificate holder applies.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590	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 Timothy Esler/JEAN
---	---

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**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) KS Engineers, P.C. 65 Broadway, Suite 1002 New York, NY 10006	1b. Business Telephone Number of Insured 973-623-2999
1c. NYS Unemployment Insurance Employer Registration Number of Insured 0529577	1d. Federal Employer Identification Number of Insured or Social Security Number 223341410
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Ave Westbury, NY 11590 KSE Project No. 2017-1946	3a. Name of Insurance Carrier Arch Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 11DBL0729200 3c. Policy effective period 4/1/2017 to 3/31/2018

4. Policy covers:

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits Insurance coverage as described above.

Date Signed 11/7/2017 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 201-743-3937 Title AVP Accident & Health

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)
Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

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

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 1 of 2

A-32-2018
Additional
Information

AWARD RECOMMENDATIONS

Items:

1, 4, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 28, 29, 31, 32, 33,
35, 36, 39, 40, 44, 45, 47, 55, 56, 57, 63, 64, 65, 66, 67, 68, 69, 71A, 71C,
71D, 71E, 71F, 71G, 71L, 73, 77, 79, 80, 85, 87, 90, 91, 92, 93, 94, 95, 96,
98, 100A, 100B, 107, 108C, 108D, 125, 132, 135, 137, 146, 148, 149, 152,
154, 166, 181, 183, 184, 186, 190, 194, 199, 200, 201, 205, 209, 212,
225, 227, 232

To: H. Schrier & Co., Inc. Vendor #1 (89 Items)

Items:

2, 3, 7, 11, 14, 23, 30, 34, 37, 38, 41, 48, 50, 61, 62, 70, 71H, 71K, 71L, 71M,
71N, 71O, 71P, 71Q, 75, 76, 78, 81, 82, 83, 84, 86, 88, 89, 99, 106, 108E,
119, 120, 121, 124, 126, 128A, 128B, 129A, 129B, 128C, 130, 131, 133, 134,
139, 145, 147, 155, 173, 180, 182, 188, 189, 203, 204, 208, 210, 211, 213,
214, 215, 216, 221, 224, 228, 229, 230, 231, 233, 234, 235, 237

To: Mivilla Foods Vendor #2 (79 Items)

MASSACHUSETTS
COUNTY
2018 APR - 5 A 11:05
ELECTRONIC
SIGNATURE

Bid Title: GROCERIES
Bid Number: 39386-02158-002
Date: March 8, 2018
Page 2 of 2

AWARD RECOMMENDATIONS

Items:

5, 6, 8, 25, 27, 42, 43, 46, 49, 51, 52, 53, 54, 58, 59, 60, 71B, 71J, 72, 74,
101, 102, 108A, 108B, 109A, 109B, 109C 109D, 110, 111, 112, 113, 114,
115, 116, 117, 118, 122, 123, 127, 136, 141, 150, 151, 153, 156, 157, 158,
159, 160, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 172, 174, 175,
176, 177, 178, 179, 185, 191, 192, 193, 195, 196, 197, 198, 202, 206, 207,
217, 218, 219, 220, 222, 223, 236

To: Universal Coffee Vendor #3 (85 Items)

Items:

97, 103, 104, 105, 138, 140, 142, 143, 144, 187,

To: Elwood International Vendor #4 (10 Items)

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

Total Items Listed-264

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

APRIL 9, 2018 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
15-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF MARTIN G. GLENNON TO THE NASSAU COUNTY PLANNING COMMISSION. 15-18(CE)
25-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF JEROME BLUE TO THE NASSAU COUNTY PLANNING COMMISSION. 25-18(CE)
26-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE’S APPOINTMENT OF LISA WARREN TO THE NASSAU COUNTY PLANNING COMMISSION. 26-18(CE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM II

APRIL 9, 2018 1:00 PM RECONVENED ON APRIL 23, 2018 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-38-18	PW	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND NELSON & POPE ENGINEERS AND SURVEYORS. E-38-18
E-40-18	FC	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD. E-40-18

E-38-18
Amendment

Amendment in Nature of Substitution

Clerk Item: E-38-18

Correcting title of project *page 16 of contract of services*

RECEIVED
MASSACHUSETTS
2010 APR -3 PM 12:39



E-38-18

NIFS ID: CQPW18000001 Department: Public Works

Capital:

SERVICE: Bay Park & V of E Rockaway Drainage Improve-S82017-02D

Contract ID #: CQPW18000001 NIFS Entry Date: 18-JAN-18 Term: from to

New
Time Extension:
Addl. Funds:
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: Nelson & Pope Engineers & Surveyors	Vendor ID#: 11-3551992
Address: 572 Walt Whitman Road, Melville, NY 11747	Contact Person: Russell Scott
	Phone: 631-427-5665

Department:
Contact Name: Sean Sallie
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9342

Routing Slip

Department	NIFS Entry: X	19-JAN-18 -- LDIONISIO
Department	NIFS Approval: X	19-JAN-18 -- KARNOLD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-FEB-18 -- APERSICH
OMB	NIFS Approval: X	06-FEB-18 -- MVOCATURA
County Atty.	Insurance Verification: X	19-JAN-18 -- AAMATO
County Atty.	Approval to Form: X	19-JAN-18 -- NSARANDIS
Dep. CE	Approval: X	20-MAR-18 -- BSCHNEIDER

Leg. Affairs	Approval/Review: X	20-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York. This project is part of the NYS Governor's Office of Storm Recovery Community Reconstruction Program.</p>
<p>Method of Procurement: Request for Proposal (RFP)</p>
<p>Procurement History: The Contract was negotiated after a written request for proposals (RFP) was issued on June 26, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter and by publication on the County procurement website. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017 and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. Firms that submitted proposals include: LiRo Engineers, Inc. (LiRo), L.K. McLean Associates, P.C. (LKMA), and Nelson & Pope Engineers & Surveyors (N&P). The evaluation committee consisted of, Kenneth Arnold P.E., Sean Sallie, AICP, Planning Division Supervisor, and William Bottenhofer, P.E., Civil Engineer III. The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. As a result of the final scoring and ranking, N&P received the highest technical score.</p>
<p>Description of General Provisions: The project is intended to advance the design of roadway drainage infrastructure on Lawson Avenue (and adjacent streets) and various tidal backflow prevention structures on existing stormwater outfalls in the Village of East Rockaway and the Hamlet of Bay Park. Existing 30% design plans will be advanced to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation.</p>
<p>Impact on Funding / Price Analysis: This contract is wholly funded through a NYS GOSR CDBG-DR grant. The proposed term of the Agreement is twelve (12) months. The Department of Public Works shall have the right to extend this Agreement for a period of up to six (6) months. The contract fee shall not exceed \$263,368.00.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted) Approve as submitted.</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PWGRTDRX5FED/	\$ 263,368.00
Control:	PWGRT	Contract:			DE500	
Resp:	DRX5	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 263,368.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00

RENEWAL		TOTAL	\$ 263,368.00			\$ 0.00
% Increase					TOTAL	\$ 263,368.00
% Decrease						



Nassau County Interim Finance Authority

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

1. **Vendor:** Nelson & Pope Engineers & Surveyors

2. **Dollar amount requiring NIFA approval:** \$263368

Amount to be encumbered: \$263368

This is a New

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 months

Has work or services on this contract commenced? N ____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

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?

Y

Has NIFA approved the borrowing for this contract?

Y

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

The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York. This project is part of the NYS Governor's Office of Storm Recovery Community Reconstruction Program.

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 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.

APERSICH

20-FEB-18

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 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

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 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.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE ENGINEERS AND SURVEYORS

WHEREAS, the County has negotiated a personal services agreement with Nelson & Pope Engineers and Surveyors for Engineering and related services in connection with the Complete Streets and Drainage Improvements in connection with roadways in Bay Park and the Village of East Rockaway, 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 agreement with Nelson & Pope Engineers and Surveyors.



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: Nelson & Pope Engineers & Surveyors

CONTRACTOR ADDRESS: 572 Walt Whitman Road, Melville, NY 11747

FEDERAL TAX ID #: 113551992

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was negotiated after a written request for proposals (RFP) was issued on June 26, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter and by publication on the County procurement website. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017 and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. Firms that submitted proposals include: LiRo Engineers, Inc. (LiRo), L.K. McLean Associates, P.C. (LKMA), and Nelson & Pope Engineers & Surveyors (N&P). The evaluation committee consisted of, Kenneth Arnold P.E., Sean Sallie, AICP, Planning Division Supervisor, and William Bottenhofer, P.E., Civil Engineer III. The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. 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 _____ [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.

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



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.

Exhibit A



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?

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, political contributions were made to: Maureen O'Connell for County Clerk, Citizens for MacKenzie, Citizens for Nicoletto, Friends of James Kennedy and Friends of Laura Schaefer between April 1, 2016 and the date of this disclosure.

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: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope
Engineers & Surveyors)

Dated: 12/5/2017

Signed:

Print Name: Robert G. Nelson, Jr., PE

Title: Partner

Exhibit B



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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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.

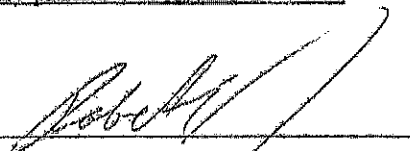
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 12/11/2017

Signed:



Print Name:

Robert G. Nelson, Jr, PE

Title:

Partner

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 Robert G. Nelson, Jr., PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 06 / 27 / 89
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 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, Robert G. Nelson, Jr., 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 28 day of November 2017

Cori C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Robert G. Nelson, Jr., PE

Print name

[Signature]
Signature

Partner

Title

11 / 28 / 2017
Date

**Robert Nelson, Jr., PE
Principal Questionnaire Form**

**Attachment to Questionnaire Form
(Question 5 & 6)**

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-9551992)	Nelson Pope & Voorhis, LLC (11-3153192)	N&P Construction Layout (11-3137008)	572 Walk William Road Associates, LLC (11-3332281)	Vorcel Management (42-1564613)	N&P Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0466981)	East Coast Geoservices LLC (28-3667138)	N & P Engineering LLC (31-0721474)	Hawkins Webb, LLC (31-5261639)	Hals-Nelson & Pope JV (27-4404689)	N&P-GdD (40-0684678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1879%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1878%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	19.9333%	-	-	-	19.4860%	-	-	-
Peterson, Gregory	12.5984%	-	12.5984%	10.2955%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.6984%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Cande	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Tanner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hals Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walk William Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vorcel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
N&P Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hals/Max Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hals-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GdD	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 Eric J. McFerran, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 01/01/04
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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.

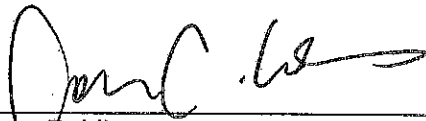
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for 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

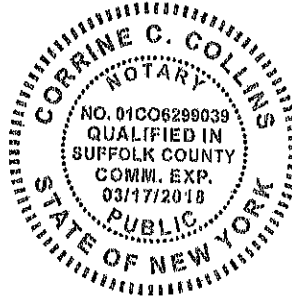
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Eric J. McFerran, 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 27 day of Nov 2017



Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Eric J. McFerran, PE

Print name



Signature

Partner

Title

11 / 27 / 17

Date

Eric J. McFerran, PE
Principal Questionnaire Form

Attachment to Questionnaire Form
(Question 5 & 6)

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551592)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3437000)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1504513)	N&P Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0465961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (31-0721476)	Hawkins Webb, LLC (31-3261530)	Hals-Nelson & Pope JV (27-4404689)	N&P-G&B (46-0604679)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Petermann, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9584%	-	10.2351%	-	-	5.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Biseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	25.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	50.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&K Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
N&P Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&K-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 Gregory Peterman, PLS
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5865
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 01 / 01 / 03
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 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

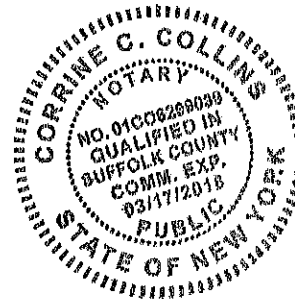
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gregory Peterman, PLS, 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 28 day of November 2017

Gregory Peterman, PLS

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gregory Peterman, LS

Print name

Gregory Peterman

Signature

Partner

Title

11 / 28 / 17
Date

Gregory Peterman, LS
Principal Questionnaire Form

Attachment to Questionnaire Form
(Question 5 & 6)

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorthuis, LLC (11-3552192)	NRP Construction Layout (11-4527608)	572 Walk Whitman Road Associates, LLC (11-3332281)	Vernal Management (12-1584513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (10-0466961)	East Coast Geoservices LLC (16-2867230)	N & P Engineering LLC (01-0721470)	Hawkins Webb, LLC (01-3251833)	Hicks-Nelson & Pope JV (27-4404668)	NRP-Q&B (46-0606678)
Bjorklund, Joseph	15.0317%	-	15.0317%	15.8665%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8665%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Polcman, Gregory	12.9954%	-	12.9954%	10.2865%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4660%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.9892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	6.4917%	-	-	-	11.4773%	-	-	-
Voorthuis, Charles	-	13.9904%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Elsman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Canje	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bernice (Marie)	-	2.9000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Grans, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorthuis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hicks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

	Description of Services
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorthuis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorthuis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
NRP Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walk Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vernal Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorthuis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorthuis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hicks-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
NRP-Q&B	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 Joseph Epifania, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 07 / 01 / 94
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 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, Joseph Epifania, 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 21 day of Nov 2017

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Joseph Epifania, PE

Print name

Joseph Epifania

Signature

Partner

Title

11 / 21 / 17

Date

Joseph Epifania, PE
Principal Questionnaire Form

Attachment to Questionnaire Form
(Question 5 & 6)

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3881992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237908)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornd Management (42-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0460061)	East Coast Geoservices LLC (28-3887238)	N & P Engineering LLC (81-0721476)	Hawkins Webb, LLC (81-3261530)	Hoke-Nelson & Pope JV (27-4104689)	N&P-GdB (16-0801678)
Epifanio, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Lenbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8692%	-	-	-	15.1561%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9504%	-	10.2351%	-	-	6.2500%	-	-	-	-
McLinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Bliseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carlo	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Yurkie, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Pranson, Bonnie (Marie)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hoke Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Brady, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornd Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hoke-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GdB	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 Russell Z. Scott, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 01 / 01 / 17
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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

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, Russell Z. Scott, 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 28 day of Nov 2017

Cori C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Russell Z. Scott, PE

Print name

Russell Z. Scott

Signature

Partner

Title

11 / 28 / 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 Thomas C. Dixon, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 01 / 01 / 2007
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 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, Thomas C. Dixon, 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 28 day of November 2017

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas C. Dixon, PE

Print name

Thomas C. Dixon
Signature

Partner

Title

11 / 28 / 17
Date

**Thomas Dixon, PE
Principal Questionnaire Form**

**Attachment to Questionnaire Form
(Question 5 & 6)**

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC (11-3551992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3127908)	672 Walt Whitman Road Associates, LLC (11-3332281)	Vonell Management (12-1551513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0455981)	East Coast Geoservices LLC (20-0967238)	N & P Engineering LLC (01-4721476)	Hawkins Webb LLC (01-2261830)	H&W Nelson & Pope JV (27-4494589)	N&P-gdb (16-0604870)
Baffone, Joseph	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Lambo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Peteman, Gregory	12.9954%	-	12.9954%	10.2909%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4660%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	19.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	6.4517%	-	-	-	11.4773%	-	-	-
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Biseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Camie	-	9.6452%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Marie)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stacy, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&W Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
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672 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
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East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
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H&W Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-gdb	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 Thomas F. Lembo, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 01/01/02
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Partner of Firm.
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. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 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.

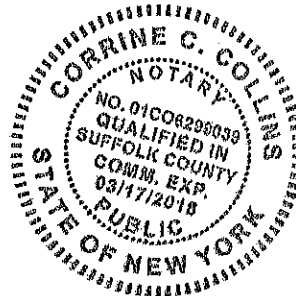
CERTIFICATION

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, Thomas F. Lembo, 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 28 day of November 2017

[Signature]
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas F. Lembo, PE

Print name

[Signature]
Signature

Partner

Title

11 / 28 / 17
Date

Thomas Lembo, PE
Principal Questionnaire Form

Attachment to Questionnaire Form
(Question 5 & 6)

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3651992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3257028)	572 Walt Whitman Road Associates, LLC (11-3332861)	Yornd Management (92-1564513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (22-0466561)	East Coast Geoservices LLC (24-0987238)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3251573)	Halsey Nelson & Pope JV (27-4004683)	N&P-G&B (46-0504678)
Epifanio, Joseph	15.0317%	-	15.0317%	18.8685%	-	-	-	17.1979%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Lanbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Pateman, Gregory	12.8954%	-	12.8954%	10.2969%	-	-	-	-	-	-	-
McFarran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.8964%	-	10.2381%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Candie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.6000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.6000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	81.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Halsey Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Bayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Yornd Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Halsey Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction

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: 12/5/2017

1) Proposer's Legal Name: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

2) Address of Place of Business: 572 Walt Whitman Road, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (631) 427-5665

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 057732869

Please see attached,
N&P shares

5) Federal I.D. Number: 113551992

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 X No _____ If Yes, please provide details: N&P shares office space, staff, or equipment expenses with the business shown on the attached.

8) Does this business control one or more other businesses? Yes X No _____ If Yes, please provide details: N&P controls one or more of the businesses shown on the attached.
Please see percentages listed.

- 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. 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 ☒ 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 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.

Rose Marie Walker, mother of Chief Deputy County Executive Rob Walker, is a Consultant to N&P providing assistance
to the accounting department and marketing assistance to private and municipal clients, excluding the various County
Department and County affiliated organizations.

(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.

Elizabeth Walker is the spouse of Chief Deputy County Executive Rob Walker. Mrs. Walker is an administrative assistant
performing administrative functions.

(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 exist.

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.

Elizabeth Walker has no contact with any Nassau County elected officials or employees for the purpose of procuring and facilitating
work and collection of fees on behalf of N&P or any of our affiliated companies other than those tasks typically associated with
administrative functions, i.e. typing and copying.

Rose Marie Walker has no direct contact with any Nassau County Elected Officials or employees for the purpose of procurement of
work and collection of fees on behalf of Nelson & Pope or any of its affiliate companies.

- 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; Please see attached
- 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 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 Suffolk County Department of Public Works

Contact Person William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY

Telephone (631) 852-4010

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works
Contact Person Matthew Russo, PE
Address Division of Engineering, 150 Miller Place
City/State Syosset, NY
Telephone (516) 677-5722
Fax # _____
E-Mail Address mrusso@oysterbay-ny.gov

Company Town of Brookhaven Highway Department
Contact Person Dan Losquadro, Superintendent
Address 1140 Old Town Road
City/State Coram, NY
Telephone (631) 451-9200
Fax # (631) 451-2584
E-Mail Address dlosquadro@brookhaven.org


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, Robert G. Nelson, Jr., 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 5th day of December

2017



Notary Public

Name of submitting business: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

By: Robert G. Nelson, Jr., PE

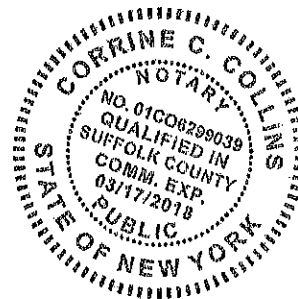
Print name

Signature

Partner

Title

12 / 05 / 2017
Date



**Nelson & Pope
Business History**

**Attachment to Business History
Form (Question 7, 8 & 9)**

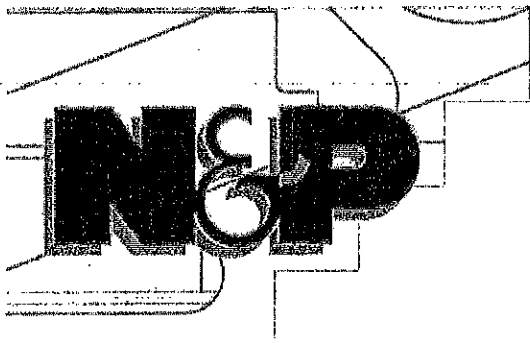
**N & P Engineers & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
Partners Information as of 01/01/2017**

	Ownership	Position	Profession	State	Lic #
Epifania, Joseph 46 Bethany Drive, Commack, NY 11725	15.0317%	Partner	Engineer	NY	58669
Nelson, Robert, Jr. 10 Topland Place, East Northport, NY 11731	15.0317%	Partner	Engineer	NY	57296
Lembo, Thomas 3 Cousins Street, Fort Salonga, NY 11768	17.0317%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory 4 Ormont Lane, Stony Brook, NY 11790	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric 9 Hawkins Drive, Northport, NY 11768	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas 50 Oakland Street, East Patchogue, NY 11772	13.2461%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell 1001 4th Street, East Northport, NY 11731	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorthuis, LLC (11-3353292)	N&P Construction Layout (11-3237000)	572 Walt Whitman Road Associates, LLC (11-5332801)	Vornel Management (12-1591513)	HWO Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0666951)	East Coast Geoservices LLC (20-3957239)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3261530)	Hahn-Nelson & Pope JV (27-4404689)	N&P-G&D (45-0606678)
Epifanio, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1378%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1378%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Peterson, Gregory	12.5954%	-	12.5954%	10.2958%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	18.4660%	-	-	-
Dixon, Thomas	13.2451%	-	13.2451%	10.8692%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.5917%	-	-	-	11.4773%	-	-	-
Voorthuis, Charles	-	13.9564%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1277%	-	-	-	-	6.2500%	-	-	-	-
Biseman, Kathryn	-	9.1277%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carita	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Donnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stacy, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crano, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	60.00%
Nelson Pope & Voorthuis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Held Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gaynon de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorthuis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorthuis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWO Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorthuis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorthuis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hahn-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&D	Provides Topographic Surveying Services to New York City Department of Design and Construction



NELSON & POPE

ENGINEERS & SURVEYORS

JOSEPH H. EPFANIA, P.E. • ROBERT G. NELSON JR., P.E. • THOMAS F. LEMBO, P.E. • ERIC J. MAFERRAN, P.E.
THOMAS G. DIXON, P.E. • GREGORY D. PETERMAN, P.L.S. • RUSSELL Z. SCOTT, P.E.
VICTOR BERT, P.E. • GARY B. BECKER, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
PHONE: 831.427.5365 • FAX: 831.427.5620 • NELSONPOPE.COM

Business History Form Responses to A, B & C

- 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;
1954
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
See attached
- iii) Name, address and position of all officers and directors of the company;
See attached
- iv) State of incorporation (if applicable);
New York
- v) The number of employees in the firm;
Over 80 technical staff
- vi) Annual revenue of firm;
\$11,789,528 2015
- vii) Summary of relevant accomplishments
See attached Relevant Project Experience
- viii) Copies of all state and local licenses and permits.
Please see attached.

- B. Indicate number of years in business.

63 years

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

Please see attached

Business History Form Response to A (ii) and (iii)

N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors Partners Information as of 01/01/2017					
	Ownership	Position	Profession	State	Lic #
Epifania, Joseph	15.0317%	Partner	Engineer	NY	58669
Nelson, Robert, Jr.	15.0317%	Partner	Engineer	NY	57296
Lembo, Thomas	17.0317%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas	13.2461%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Bay Park/Village of Rockaway
Drainage Improvements – Final Design
RFP No. PW-S82017-02D**

SECTION III: EXPERIENCE/QUALIFICATIONS OF THE CONSULTANTS TEAM

Nelson & Pope (N&P) is an established multi-disciplined civil engineering and surveying partnership located in Melville, Town of Huntington, Suffolk County, New York. Our Firm has been serving municipal and private clients in Nassau and Suffolk Counties since 1954. The firm provides a full range of services including: highway design; waterfront engineering; land surveying; construction inspection; site development; sanitary disposal and water supply design; traffic engineering; transportation planning; land use design and planning; and environmental engineering.

Through years of quality service to our clients, the firm has grown in both reputation and size. N&P now employs over 80 technical and support staff and includes experienced teams of dedicated professionals with diversified expertise. All the firm's principals, as well as many of the staff, are New York State licensed Professional Engineers and/or Land Surveyors. The management and staff have the diversified expertise and direct knowledge of the Long Island land development framework, environmental systems, governmental structure and infrastructure network. Many of the employees have advanced degrees in traffic and transportation engineering, civil engineering, MEP engineering, sanitary/environmental engineering and business management, as well as certification/certificates in construction technology, stormwater management and LEED®.

Professional services provided by N&P encompass the disciplines of:

- | | |
|----------------------------------|-------------------------------------|
| • Site Development Engineering | • Water/Wastewater Engineering |
| • Planning & Zoning | • Permitting |
| • Traffic Engineering & Analysis | • Land Division Mapping |
| • Highway Engineering | • Acquisition Mapping |
| • MEP Engineering | • ROW and Boundary Surveys |
| • Fuel/Alternative Fuel | • Bidding & Contract Administration |
| • Waterfront Engineering | • Construction Observation and |
| • Environmental Engineering | Management |
| • Green Infrastructure Design | |

N&P will be prime consultant for the team, responsible for coordinating with the Team member firms and interfacing with the County. N&P will be responsible for the analysis of the drainage system and development of the alternatives, the Hydrologic and Hydraulic study report, and will provide engineering for the design documents. Additionally, N&P will provide the necessary comprehensive professional engineering, analysis and planning services to complete the required analyses, evaluations and supporting documents and submittals for the project.

Sub-Consultants

Nelson, Pope & Voorhis (NP&V) is our environmental consulting and planning affiliate. They have significant experience in associated permitting, master and comprehensive plans, and stormwater, stream and ecological monitoring. NP&V

serves governmental and private sector clients in preparing creative solutions in the specialized area of complex environmental project management and land use planning and analysis. NP&V's



environmental specialists assist clients through the permitting process for the New York State Department of Environmental Conservation, the U.S. Army Corps of Engineers, and the New York State Department of State permits and prepares landscape and restoration plans and Stormwater Pollution Prevention Plans (SWPPPs). Their knowledge of local issues and resources provides the very best solutions and strategies for the local area. NP&V will provide environmental and permitting services.

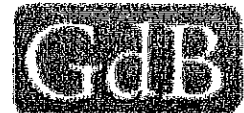
Gedeon GRC Consulting (GRC) is a full-service professional, **minority owned business enterprise (MBE)** certified firm, providing engineering services in the planning, design and construction management of infrastructure projects in both the public and private sectors. The firm combines in-depth knowledge of engineering and construction principles with skills and familiarity with site specific issues to deliver high quality design and construction services to their clients. GRC's range of services includes:

GEDEON GRC CONSULTING
ENGINEERS • PLANNERS • CONSTRUCTION MANAGERS

- Grading/Drainage Design
- Stormwater Management/Soil Erosion Control/SWPPP/Sewers
- Utilities Relocation/Design
- Retaining Walls/Bulkheads
- Site/Civil Design
- Roadway/Streetscape Design
- Structural Engineering
- Sustainable/Green Infrastructure Design
- MPT
- Traffic Engineering/Feasibility Studies/Parking/Circulation Design
- Geometric Design
- Bridge Design/Inspection
- Disaster Recovery
- Agency Coordination
- Drone/UAV Services
- Permitting
- Program & Construction/Management/Inspection/Administration/Support

GRC will be providing design for the majority of the check valves.

Gayron de Bruin Land Surveying & Engineering, PC (GdB) was formed in 2010 by Christine Gayron, LS and Gregory J. de Bruin, LS, PE, with predecessor firms dating back to the 1960's. GdB is a certified **Woman and Disadvantaged Business Owned Enterprise (W/DBE)** of 29 professionals dedicated to surveying, mapping, and spatial data integration (GIS). They are innovative and thrive on the latest survey technologies such as LiDAR, survey grade GPS, electromagnetic induction for utility markouts, mobile field to finish processes, fully robotic total station surveys (one-man crews), and the latest in intelligent 3D CAD and GIS data. GdB will be providing topographic survey and mapping.



Hirani Engineering & Land Surveying, P.C. (Hirani) is a certified **Minority and Disadvantaged Owned Business Enterprise (M/DBE)** based in Jericho, New York that was formed in 1991. The company with a staff of 78 provides civil/structural engineering, environmental, land surveying, construction inspection/management, site safety and special inspection services. The firm's market sectors include transportation (highway, bridge, and rail infrastructure); building and facility projects inclusive of schools and colleges, medical care, housing, waste water treatment, commercial and site development; and municipal engineering. They place great emphasis on client communication, quality, meeting



**Bay Park/Village of Rockaway
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project deadlines, and innovative problem solving. Hirani will provide topographic survey for Lawson Avenue.

Although specific tasks have been assigned to team member firms, this team will work as a unit and there may be a need for overlap or to reassign responsibilities depending on firm workloads at the time the project is in progress in order to meet the projected schedule and deadlines.

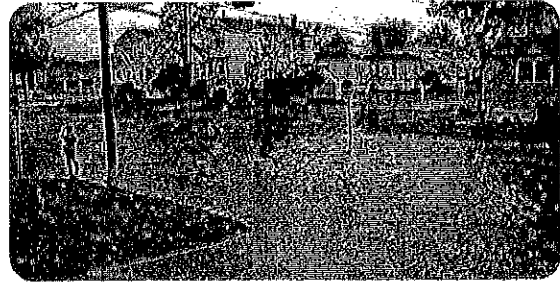
Project Experience

Based on the team's prior experience, The N&P team proposed is well-versed in projects of a similar size, scope and complexity and we have the qualifications necessary to provide the County with the services required in the scope of work. The following projects have been selected to demonstrate the team's experience and qualifications.

Comprehensive Drainage Infrastructure Master Plan Bay Park/Village of East Rockaway - NYRCRP Governor's Office of Storm Recovery Projects (GOSR)

Client: Nassau County DPW, Commissioner's Office Contact: Sean Sallie, AICP, (516) 571-9342
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Nelson and Pope developed a Hydrologic and Hydraulic (H&H) drainage improvement study and plan to gain an understanding of the hydrology and hydraulics affecting the Hamlet of Bay Park and the Village of East Rockaway. The Plan assessed the conditions of the existing drainage infrastructure, identified system limitations, and provided a hierarchy of feasible alternatives to mitigate stormwater and tidal flooding.



N&P studied the watershed and defined stormwater tributary areas, calculated runoff volume and discharge rates of existing stormwater infrastructure, and made recommendations to address system limitations and future demand. The study included analysis of the existing system capacities, alternative mitigation solutions and a benefit cost analysis and budget. In addition to the study, N&P will be providing thirty (30) percent design plans for Nassau County's selected potential implementation strategies identified in the H&H Study. The Hydrologic and Hydraulic (H&H) drainage improvement study included:

- The engineering inventory and inspection of the entire drainage infrastructure for Bay Park and the Village of East Rockaway, including elevations;
- The engineering analysis of existing system identifying system limitations;
- Development and calibration of a future conditions model that included long-term precipitation and tidal elevation data sets, evaluates historic and future synthetic design, and simulated typical year precipitation, accounting for projected land use, precipitation and sea-level changes;
- Identification of a series of potential alternatives to address system deficiencies, present and future stormwater tendencies and tidal changes; and
- Preparation of a list of improvement projects and a hierarchy of feasible alternatives to be progressed-to-thirty (30)-percent design plans.

Comprehensive Drainage Infrastructure Master Plan Bellmore/Merrick & Seaford/Wantagh South of Merrick Road - NYRCRP Governor's Office of Storm Recovery Projects (GOSR)

Client: Town of Hempstead
Contact: Douglas L. Tuman, PE, Esq, Commissioner, (516) 812 - 3484

Nelson and Pope prepared a comprehensive drainage study and plan for the NY Rising Community Reconstruction areas of Bellmore, Merrick, Seaford and Wantagh identified in the 2015 NYRCR plan and the NYRCR Pre-Application Report. The drainage improvement report addressed the widespread flooding resulting from Superstorm Sandy and Hurricane Irene. This drainage study and plan analyzed existing conditions, identified and produced a strategy of flood reduction projects for drainage infrastructure upgrades and when implemented will address unmet recovery needs pertaining to flood mitigation to private, institutional, municipal, and public properties and will ensure a more resilient, flood-protected community. The Bellmore/Merrick, and Seaford/Wantagh Drainage Report included:

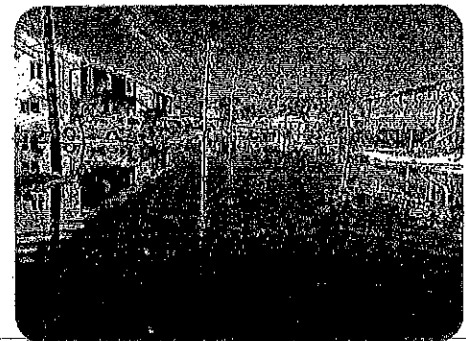


- The engineering inventory of the entire drainage infrastructure for the project area south of Merrick Road, including elevations;
- The inspection of the conditions of the storm drain system;
- The engineering analysis of system needs;
- The determination of the ability of the existing drainage system to accommodate storm flow;
- Identification of a series of potential solutions to address identified localized and system-wide deficiencies/issues; and
- The identification of areas or issues of concern and a prioritization of repairs/improvements.

**Comprehensive Drainage Infrastructure Master Plan Village of Lindenhurst
NYRCRP Governor's Office of Storm Recovery Projects (GOSR)**

Client: Town of Babylon
Contact: Kathy Lynch, (631) 957-7434

Nelson and Pope developed a Comprehensive Drainage Infrastructure Master Plan for the Village of Lindenhurst. The Master Plan assessed the conditions of the existing drainage infrastructure and mapped the locations of upgrades and repairs that was most critical to storm resiliency. The plan identified flood reduction projects that diminished the risk to public and private properties and infrastructure. The Master Plan resulted in a clear strategy for immediate and phased system improvements which reduced flooding during and after severe storms. This plan will be used as a basis for future drainage and



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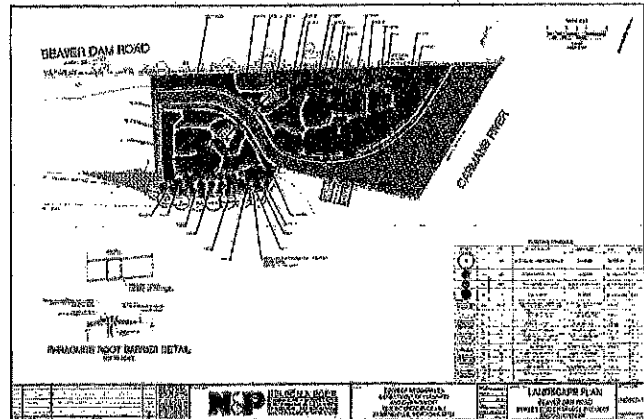
construction of drainage improvements. The Comprehensive Drainage Infrastructure Master Plan for the Village Lindenhurst included:

- The engineering inventory and inspection of the entire drainage infrastructure for the Village of Lindenhurst, including elevations;
- The engineering analysis of existing system needs;
- The determination of the ability of the existing drainage system to accommodate storm flow through modeling and hydraulic analysis to accommodate storm flow;
- Identification of a series of potential alternatives to address identified localized and system-wide deficiencies/issues;
- The identification of problem areas or issues of concern and associated construction costs; and
- Preparation of a list of improvement projects and a prioritized list of recommended projects based on total project cost, the number of homes immediately affected by the project, the significance of the roadway, the elevation of the project location and the duration of the project.

Beaver Dam Road End Pollution Mitigation

Client: Town of Brookhaven
Contact: Anthony Graves, (631) 451-6400

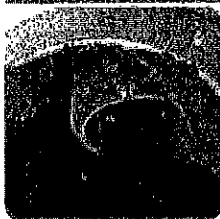
Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared a stormwater mitigation plan for the eastern end of Beaver Dam Road terminating at Carman's River. The design plans included the creation of an artificially designed permeable area constructed out of permeable pavers, reconstruction of the existing vegetated drainage swale, and aesthetic improvements to satisfy the needs of the community by replacing/repairing the existing benches; installing a canoe/kayak launch ramp; installing educational signage; and providing an area for future fish cleaning stations. N&P applied and received an approved DEC Tidal Wetland Permit for the proposed work. Relevant project components:



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|------------------------------|------------------------------|---------------------------------------|
| • Drainage Improvement Plans | • Soil Borings | • Construction Plans & Specifications |
| • Wetland Delineations | • Preliminary & Final Design | • Cost Estimating |
| • Planting Specifications | • NYSDEC Permitting | • Bid Phase Services |
| • Survey and Mapping | • Stormwater Mitigation | • Construction Oversight |
| | • Vegetated Drainage Swale | |

Kissam Lane and William Street – Roadway and Stormwater Improvements

Client: Town of Oyster Bay
Contact: Richard W. Lenz, Commissioner

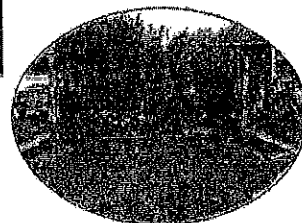


At the request of the Town of Oyster Bay, Nelson & Pope conducted both a roadway and drainage study within the area of Kissam Lane and William Street in Glen Head, New York. The purpose of the study was to evaluate the existing conditions of the roadways and drainage systems within the immediate area. Conceptual Plans and construction cost estimates were included in the report.

Orowoc Creek Stormwater Improvements (Garretson Avenue), Town of Islip

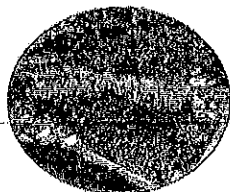
Client: Town of Islip Department of Public Works
Contact: Thomas Owens, Commissioner, (631) 224-5610

Garretson Avenue in Islip, New York has suffered from continuous flooding, primarily due to its close proximity to Orowoc Creek, low elevations, and dilapidated drainage infrastructure. Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared roadway and drainage improvement designs for the Town of Islip roadway and drainage improvement project at Garretson Avenue Cul-De-Sac. Improvements included the reconstruction of the cul-de-sac, removal of the existing outfall pipe into Orowoc Creek and installation of a bubbler basin that would drain onto a pervious concrete paver driveway and overflow into a bio-swale, all to reduce flooding within the cul-de-sac while providing stormwater filtration to reduce pollutant loads prior to any overflow discharge into Orowoc Creek. The project involved survey, development of improvement plans, wetland delineations, planting specifications, wetland permit applications, and construction inspection services.



Town of Brookhaven Road End Water Quality Improvements

Client: Town of Brookhaven Highway Department
Contact: Dan Losquadro, Superintendent of Highways (631) 451-9200



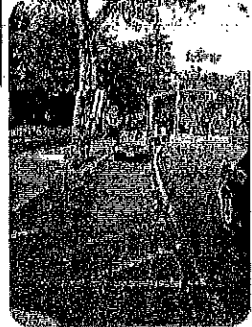
Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared stormwater quantity and quality improvement designs for three Town of Brookhaven roadway improvement projects, which directly discharged untreated stormwater runoff into the Bay. Improvements included the installation of upland infiltration practices to reduce stormwater runoff reaching surface outfalls, removal of unnecessary impervious surfaces, and the installation of bioretention areas at the road ends to collect and provide treatment of stormwater prior to discharge into Moriches Bay. The projects involved survey, installation of soil borings, development of improvement plans, wetland delineations, planting specifications and wetland permit applications for each project. Project locations included:

- Montauk Avenue, East Moriches
- Anderson Avenue, East Moriches
- Adelaide Avenue, East Moriches

Middle Neck Road Drainage Improvements, Great Neck, NY

Client: Nassau County DPW, Commissioner's Office
Contact: Shila Shah-Gavnoudias, PE, Commissioner, (516) 571-9604

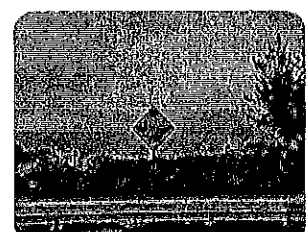
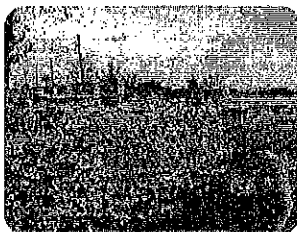
Nelson & Pope was retained by the Nassau County Department of Public Works to conduct a study and progress preliminary and final design to address drainage deficiencies on a 0.6-mile section of Middle Neck Road in the Villages of Great Neck, Great Neck Estates, and Kensington. Middle Neck Road is one of the primary access routes serving this area and was experiencing severe flooding during intense rainstorms. N&P identified and developed alternatives to address the stormwater quantity/quality issues. Construction plans, specifications and estimates were prepared for the approved alternative. *The American Society of Civil Engineers Metropolitan Section (ASCE) awarded this project Transportation Project of the Year (Small Project) in 2015.*



Roe Avenue Hurricane Sandy Damage & Remediation Improvements Town of Brookhaven

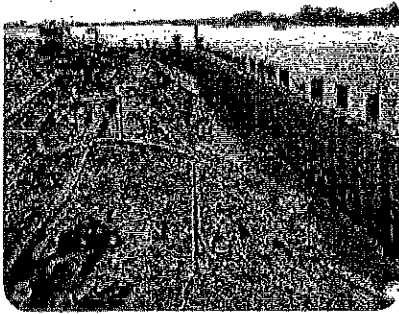
Client: Town of Brookhaven Highway Department
Contact: Dan Losquadro, Superintendent of Highways (631) 451-9200

Due to hurricane Sandy, the road end at Roe Avenue in Patchogue suffered significant damage and flooding. Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared stormwater quantity and quality improvement designs for the Town of Brookhaven roadway improvement project at Roe Avenue Road End. Improvements included the installation of upland infiltration practices to reduce stormwater runoff reaching surface outfalls, removal of unnecessary impervious surfaces, and the installation of bioretention areas at the road ends to collect and provide treatment of stormwater prior to discharge into Patchogue Bay. The project involved survey, soil borings, development of improvement plans, wetland delineations, planting specifications and wetland permit applications.



Brockmeyer Park Bulkhead

Client: Town of Oyster Bay
Contact: Richard W. Lenz, Commissioner



Nelson & Pope, in conjunction with Nelson, Pope & Voorhis, provided engineering and surveying services to the Town of Oyster Bay for the reconstruction of the deteriorated bulkhead. The project included 600 linear feet of new vinyl sheet piling bulkhead with concrete cap and top railing and one outfall penetration through the bulkhead. Nelson, Pope & Voorhis prepared permit documents to secure permits from the NYSDEC, NYSDOS, and Army Corp. of Engineers.

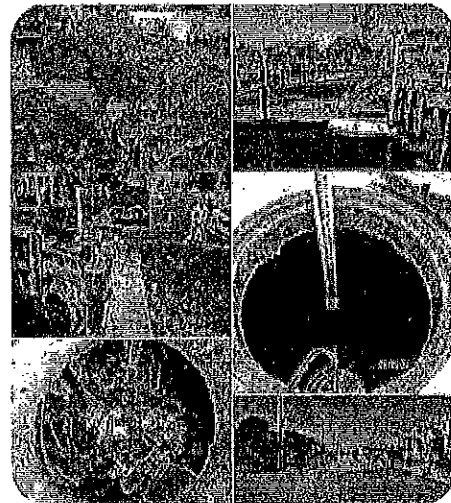
Waterfront Reconstruction and Restoration Projects, Massapequa, NY

N&P provided planning, evaluation, engineering, and surveying services and assistance during construction to the Town of Oyster Bay for drainage and waterfront repair and reconstruction at various location, in the Massapequa area. Improvements included modifications to outfalls, bulkheads and drainage pretreatment facilities. NPV provide environmental assessment services, wetland delineation and NYS Department of Environmental conservation (NYSDEC), NYS Department of State (NYSDOS) and US Army Corp of Engineer (USACE) permitting.

GEDEON GRC CONSULTING

Barnum Island / Harbor Isle Drainage Improvements Study

Gedeon GRC was part of a team providing Nassau County Department of Public Works design services for the development of a drainage improvement study for infrastructure upgrades in the Hamlets of Barnum Island and Harbor Isle, located near the coast in the Town of Hempstead. The project was funded by and conceived through the NY Rising Community Reconstruction Program (NYRCR) of the Governor's Office of Storm Recovery (GOSR). Superstorm Sandy and Hurricane Irene overwhelmed the stormwater drainage systems in Barnum Island and Harbor Isle. The floodwaters inundated homes, schools, and businesses and made streets unusable and areas impassable. Some of these areas experienced six to eight feet of floodwater, destroying homes, businesses, and belongings. Evacuation and emergency response was severely hindered or prevented as a result of

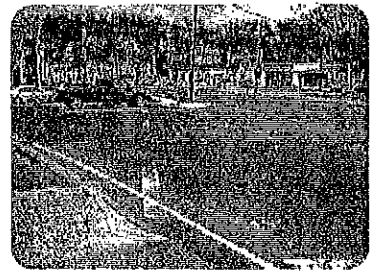


flooding. Recovery and resiliency of the communities were also adversely impacted due to infrastructure limitations and functionality. This drainage improvement study addressed widespread

flooding resulting from these disasters and provided a strategy for drainage infrastructure upgrades for unmet recovery needs pertaining to flood mitigation to ensure a more resilient flood-protected community. In addition, this study (as described in the NYRCR Plan) analyzed existing conditions and identified flood reduction projects to restore and improve infrastructure functionality and accessibility. A major task involved in this study included an inventory of all drainage collection, conveyance, and discharge components; an evaluation of the system's ability to accommodate storm impacts; and recommendations for improvements. Gedeon GRC's scope of work included inventory of the existing drainage system as described above, using ArcGIS and iPads.

Cedar Swamp Road, Roadway, Drainage, and Sidewalk Improvements

Gedeon GRC was selected as part of a team to complete the design of Cedar Swamp Road located in the City of Glen Cove for Nassau County Department of Public Works. Cedar Swamp Road is a main thoroughfare that serves as the primary entrance to the Glen Street LIRR Station. The road is heavily traveled and experiences a high volume of both vehicular and pedestrian traffic. Conditions have resulted in localized pavement deterioration and intermittent curbs.



This project called for pavement rehabilitation; additional drainage; general improvements to adjacent sidewalk areas to enhance pedestrian safety and access; and modifications to traffic signals to improve vehicular circulation. The general project limits were approximately from Sea Cliff Avenue on the south, to the vicinity of the Town Path (Duck Pond Road) intersection on the north, for an approximate project length of 4,300 feet. In addition to enhancing the area, these roadway improvements serve to alleviate some of the traffic and pedestrian safety concerns, while also addressing deficiencies in traffic flow patterns, and necessary localized drainage improvements.

NYS Route 110 Drainage Improvements



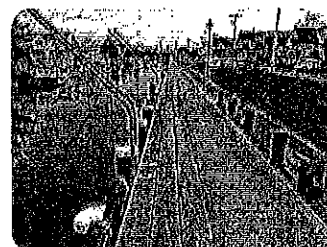
Gedeon GRC was retained, as a sub-consultant, by the NYSDOT to provide total planning and design services for the reconstruction of Route 110, a one-mile segment in the Town of Huntington. This project involved evaluating feasible alternatives for roadway and significant drainage improvements along NYS Route 110 from the Madison Street / Prime Avenue intersection to Young's Hill Road, a distance of 1.45 km (0.9 miles), located next to Huntington Harbor. The scope of work entailed design services associated with evaluating feasible alternatives

to roadway and stormwater management/drainage improvements, including but not limited to the infiltration pond, bioswales, preparation of a Design Report, development of design alternatives, design and ROW survey and mapping, involvement in Public Hearings and other public involvement activities, and evaluation of the social, economic, and environmental impacts associated with the alternatives. The final design stage involved drainage, Maintenance and Protection of Traffic (MPT), signage and striping, grading, utilities, pavement markings, traffic signals, signage, landscaping, typical sections, as well as specifications and estimates.

GAYRON deBRUIN

Drainage Improvement Study - Bay Park / East Rockaway, Nassau County, NY

Gayron de Bruin (GdB) worked as sub consultant on this project tasked with taking inventory of existing drainage facilities within the Bay Park/East Rockaway Area. GdB located and obtained rim and invert elevations using GPS RTK technology of the visible and accessible drainage structures, including but not limited to catch basins, leaching structures and manholes. A numbering system was implemented to assist in the future identification to the drainage facilities. There were approximately 1,225 manholes and catch basins. GdB also took inventory of approximately 90 outfall locations within the Bay Park / East Rockaway area. GdB located and obtained outfall pipe invert and top of bulkhead elevations using GPS RTK technology of the visible and accessible outfall locations. This project was completed on time and within budget.



Watershed Inspection-Outfall Reconnaissance Inventory, Nassau County

The south shore of Nassau County makes full use of local natural drainage to aid in storm water management. Storm water assets are independent from sanitary and are not subject to wastewater treatment. Under this contract, GdB was hired as a sub consultant to aid in the outfall reconnaissance inventories (ori's) of 22 streams and their respective watersheds. Carefully inspecting over 1100 individual drainage outfall structures, data collection teams documented condition, presence of illicit discharge and general stream health. GdB provided custom mobile GIS data collection to inspect, document and photograph each individual outfall. Using this method, office management is able to track progress and communicate with field crews in a moment's notice. Field data reports were provided for each watershed, including maps, datasheets and photographic documentation. As an additional service, GdB used the most current set of New York State provided orthophotography to update each stream corridor to better reflect current geography.

The Path to Park – Shoreline Improvements in South Valley Stream, Nassau County, NY

Through funding provided by NY Rising Community Reconstruction (NYRCR) and the New York State Governor's Office of Storm Recovery (GOSR), Town of Hempstead was able to apply for a grant in order to restore the natural shoreline along valley stream adjacent to a pedestrian green way known as "the path". Modern green infrastructure and a hardened shoreline will help mitigate storm damage, improving resiliency and reduce the threat of flooding from future storm events. GdB was contracted to provide surveying services for two areas within the project scope. Full topographic survey was provided, including stream cross sections every 100 feet showing changes in stream geometry. Adjacent court were surveyed, showing drainage pipes and associated structures, culverts and bridge structures.

NY Rising Drainage Study Bellmore, Merrick, Seaford, Wantagh, NY



This project studied the location, conditions, and elevations of Bellmore, Merrick, Seaford, and Wantagh public roadway drainage systems south of Merrick Road, including outfalls, bulkheads, all storm drain pipes, manholes, and catch basins. Drainage structure data was collected in GIS running on a tablet. The field crews recorded all necessary data using in-house developed data collection software. The information collected will be utilized to produce a strategy, and make recommendations for drainage infrastructure upgrades and flood reduction projects, including the possible installation, at a later date, of tidal check valves in the most effective key locations. These, along with other interventions to provide flood mitigation, will be identified and provided in a hierarchy of effectiveness. The specific flood intervention measures, usefulness, and locations will be based on the recommendations of this comprehensive drainage study and plan.

HIRANI ENGINEERING

Pump Station Mitigation, Nassau County, NY

Hirani provided structural engineering services to evaluate and design structural measures to flood proof existing pump stations which included Felix Ct., Fox Rd., Northern Blvd. & Grand Ave. Numerous sanitary sewer pump stations were flooded during Superstorm Sandy in October 2012 rendering many inoperable. This Project involved flood-proofing the at-risk pump stations and mitigating potential damage from future storm events. This contract included four (4) pump stations located in Baldwin, NY. Hirani provided land surveying, verification of as-built structural conditions and structural design services as a member of the Greeley Hansen design team. The main focus of Hirani's services included structural engineering to analyze the existing structure's ability to withstand a 500-year storm event and flood, and working with the project Architect to design the necessary floodproofing components. Hirani also analyzed the existing structure for buoyancy and analyzed and designed hold down straps for an existing underground storage tank.

Engineering Services for Delaware Aqueduct Shafts 9, 10 & 17 and Other Related Facilities, Westchester & Putnam Counties, NY

This major water supply project for NYC Dept. of Environmental Protection that included modifying existing building structures and equipment and adding various structures to augment and improve the NYC water supply. Hirani Engineering & Land Surveying, P.C. was responsible for all aspects of structural design for this project. The foundation sub-structure and super-structure design covered buildings at three shafts namely Shafts 9, 10 and 17 in Westchester County. This included major structural modifications/additions to existing buildings including provision of additional floors, access platforms, ramps and stairways; new buildings attached to existing ones, and standalone new structures.

As seen from the aforementioned project descriptions, the Project Team has direct experience in progressing engineering planning and design as well as construction support and

**NCDPW Complete Streets Improvements to
Grand Avenue Design Services
RFP No. PW-H61091-02D**

inspection services, including federally aided projects, for various municipal agencies for complete streets type projects.

References

The Nelson & Pope team have been working with municipalities across Long Island. Below is a list of references.

Richard W. Lenz, Commissioner
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791
516.677.5757

Shila Shah-Gavnoudias, PE, Commissioner
Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590
516.571.6805

Matthew Russo, PE
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791
516.677.5757

William Hillman, PE, Chief Engineer
Suffolk County
Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980
631.852.4010

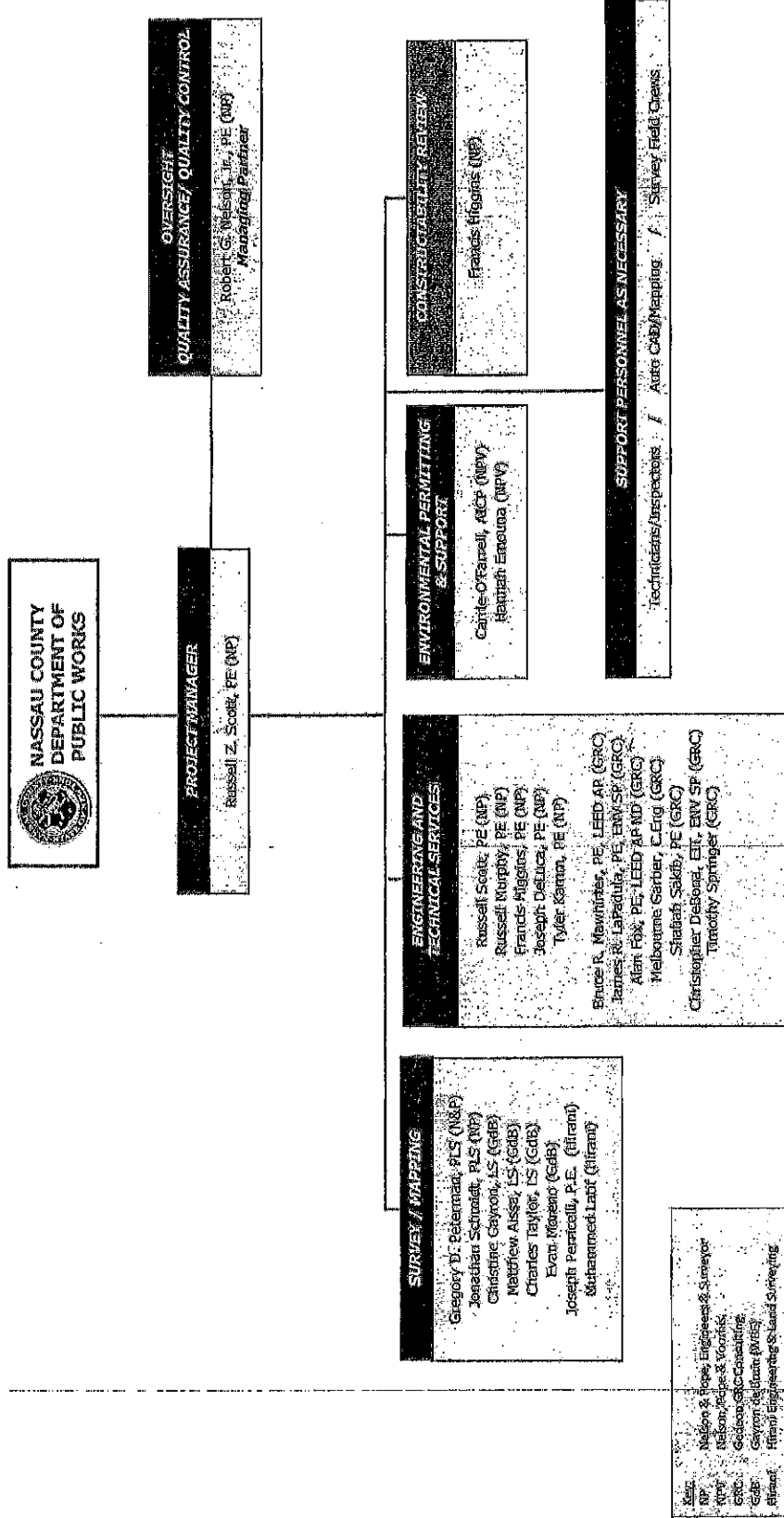
Dan Losquadro,
Superintendent of Highways
Town of Brookhaven
1140 Old Town Road
Coram, New York 11727
631.451.9200

Doug Tuman, PE, Commissioner
Town of Hempstead Engineering
Town Hall
320 Front Street
Hempstead, NY 11550
516.489.5000

SECTION IV: KEY PERSONNEL AND STAFFING

Organization Chart

The team assembled by The Project Team (N&P) has extensive project experience and specific expertise with the tasks, which will be required to meet the requirements of the City's Request for Proposals. The individuals responsible for each of the specific areas are identified in the Project Team Organizational Chart shown below.



Key Personnel

Nelson & Pope (N&P) utilizes the Project Manager concept with respect to the Project Team organization. Under this concept a Project Manager is assigned to the project and has the overall day-to-day responsibility of managing, overseeing and scheduling of the project. The Project Manager reports to the Supervising Partner. **Russell Z. Scott, PE**, will serve as the Project Manager for this project with **Robert G. Nelson, Jr., PE**, providing project oversight and quality control/assurance as the Supervising and Managing Partner.

The project team organizational chart included with the proposal outlines our Project Manager concept with respect to the hierarchy of coordination between Nassau County and N&P's team. The Supervising Partner and the Project Manager serve as the points of contact for the County, and will coordinate the efforts of all in-house staff and sub-consultants that may be utilized on the project. N&P allows its Project Managers the ability to distribute work to appropriate staff, and interface directly with sub-consultants as required to maintain control of the work schedule, quality, and budget.

Nelson & Pope

Robert G. Nelson Jr., P.E., will be assigned as the Supervising Partner and will provide technical assistance and project oversight. Mr. Nelson has extensive experience in the preparation of design plans and contract documents for various private and municipal entities. Mr. Nelson's 40 years of experience includes planning and civil engineering evaluation, analysis and design for commercial, municipal and residential site and infrastructure development and reconstruction projects. Mr. Nelson has extensive experience with stormwater management using sustainable and green infrastructure. He is accredited by the Institute for Sustainable Infrastructure (ISI) and has participated as a Verifier reviewing projects for certification under the ISI Envision Rating System. Mr. Nelson is LEED® AND (Neighborhood Development) and is versed in the sustainable and green infrastructure categories under the rating system.

Russell Z. Scott, PE, (N&P), has 15 years of experience in the civil and traffic engineering fields. His responsibilities have included the project management of various roadway and traffic signal projects for the SCDPW, NYSDOT, NCDPW, private development clients, and local towns and villages. His responsibilities have included conceptual layout, alignment computations, drainage design, traffic signal design, grading design and quantity take-off and estimating. Mr. Scott was Project Manager for three Comprehensive Drainage Infrastructure Master Plan for Bay Park/Village of East Rockaway; Bellmore/Merrick & Seaford/Wantagh South of Merrick Road; Village of Lindenhurst, Bay Drive and Waverly Roadway Improvements for the Town of Hempstead and also the Drainage Improvement Study for Meadow Lane in Lawrence for the NCDPW.

Mr. Nelson and **Mr. Scott** have worked together successfully in various capacities and represent a team that can effectively manage this project.

Russell Murphy, PE, was employed with the New York State Department of Transportation for 30 years and has acquired extensive experience in highway design. He worked on numerous projects from reconstruction; restoration and preservation; resurfacing; mill and fill; guide rail and median barrier; ADA/pedestrian; bicycle path and miscellaneous maintenance projects. He started working as an

engineer in a squad; became a Design Squad Leader supervising engineers and technicians; and became a Design Supervisor responsible for Design Squads and Consultant Managers. Mr. Murphy will serve as the Lead Design Engineer for the Team.

As a Sr. Engineer, **Francis Higgins** provides engineering design and technical oversight and supervision for municipal site, highway and roadway, waterfront and drainage improvement projects. During Mr. Higgins' 47-year tenure at the Nassau County Department of Public Works, he acquired experience in planning, designing and implementing improvements on a variety of public works projects, primarily in the County's highways, parks and marinas. He served as a *Civil Engineer* for the Nassau County Department of Public Works before being appointed *Superintendent of Construction for Highways*, where he supervised Project Managers and Construction Inspectors on various highway, drainage and parks projects and was responsible for the oversight of \$30M to \$40M in capital improvements per year. During the clean-up operations following Superstorm Sandy, Mr. Higgins assisted the Nassau County Department of Public Works as a Debris Clean-up Monitor on the south shore of Long Island.

Joseph DeLuca, PE and **Tyler Kamm, PE** as project engineers are involved in the preparation of construction documents for projects including roadway and traffic signal improvements; sidewalk construction; parking lot rehabilitation; drainage; waterfront; and parks improvement projects. They each have over 5 years of experience and have worked on numerous projects for both Suffolk and Nassau Counties, as well as various Towns and Villages. Currently, they provide engineering and support tasks to the project engineers including compiling of documents, preparation of conceptual, preliminary and final design drawings, assisting in development of alternatives and assisting in design functions, and construction inspection assistance.

Nelson, Pope & Voorhis

Carrie O'Farrell, AICP, Senior Partner of NP&V and Division Manager of the Environmental Resource and Wetlands Assessment Division. Ms. O'Farrell regularly manages the preparation of environmental impact statements, and SEQRA analysis and administration. Ms. O'Farrell has managed preparation of draft Generic Environmental Impact Statements for major redevelopment projects in the Village of Hempstead, downtown New Rochelle, Riverside hamlet proposed zoning amendments and Huntington Station Gateway Development. Ms. O'Farrell also regularly works with staff engineers in development of stormwater management solutions in sensitive environmental areas, the preparation of SWPPPs for construction projects and municipal stormwater permitting, wetland permits and planning reviews.

Hannah Emouna holds a Master's Degree in Biology with a concentration in Applied Ecology, an Advanced Graduate Certificate in Geospatial Science and a Bachelor's Degree in Wildlife Science. Ms. Emouna is trained to perform environmental monitoring and assessment of both wildlife and plant populations. She regularly performs environmental monitoring that includes habitat composition, analysis, and delineation, ecological modeling and field assessments and for a variety of terrestrial and marine habitats. She holds a NYSDEC Endangered/Threatened Species Scientific license which authorizes the collection and release of select endangered and threatened species within multiple counties across New York State. Ms. Emouna serves as a point of contact for NP&V and oversees

wetland permit applications with the NYSDEC, Army Corps of Engineers (ACOE), NYS Department of State (DOS), and Towns and Villages for several projects across Long Island.

Ms. O'Farrell and Ms. Emouna will provide environmental support and permitting services as necessary.

Gedeon GRC Consulting

Bruce R. Mawhirter, PE, LEED AP is Vice President of Civil Engineering and has over 33 years of design and construction experience in a range of municipal and private engineering projects throughout the Tri-State area. His experience includes site, roadway, streetscape, and parking lot designs; stormwater, erosion control, and various storm recovery projects; utility and infrastructure improvements; residential, commercial, and industrial building design and site development; and athletic fields, parks, and recreational site development. Mr. Mawhirter is familiar with federal, state, and local requirements and has extensive experience representing clients in front of numerous municipal planning and zoning boards. He provides QA/QC of all engineering designs.

Melbourne Garber, C.Eng, Director of Buildings has over 30 years of experience as structural engineer. He has designed numerous structures utilizing all different building materials; steel, concrete, masonry, light gage, and timber. His projects have ranged from commemorative memorials and home/office renovations to museum, school, and airport terminal construction. He has been involved in all facets of the design and construction process from concept and schematic design through construction administration. As an Associate, he was responsible for managing a studio of engineers, procuring work, managing client expectations and relations, tracking project financing and ensuring QA/QC procedures were adhered to.

Alan Fox, PE, LEED AP ND, Senior Civil Engineer has over 17 years of experience in civil engineering, focusing on site and transportation projects. His experience includes the design of roadways/highways, utilities, Maintenance and Protection of Traffic (MPT), urban areas, utilities, permitting, and site developments. As Project Engineer on numerous site and transportation projects, he possesses expert knowledge of City, State, and municipal design specifications, standards, and regulations, including with NYCDEP, NYSOGS, NYSDOT, SUCF, NYSDEC, US Navy, PANY&NJ, NJDEP, and SCDPW.

Shahab Sakib, PE, Senior Structural Engineer, has over 13 years of experience in structural engineering design. Through his extensive work with buildings, Mr. Sakib has been involved in all phases of structural design and construction including in-depth inspection, preliminary and final design, rehabilitation, and construction management. Mr. Sakib has performed field inspection on a number of projects involving drainage, retaining walls, pavement, utilities, excavation, traffic signal, maintenance of traffic, and bridges. He has also performed field design involving drainage, profile, maintenance of traffic, signage, community liaison, and cost estimates. In addition, he has maintained field construction records in accordance with MURK procedures.

James R. LaPadula, PE, ENV SP Project/Senior Civil Engineer has over 16 years of experience with site and roadway design, working on infrastructure projects throughout New York City and Long Island. His expertise has involved the preparation of comprehensive plans, cost estimates, and bid packages for design/build and roadway reconstruction projects. His experience includes development of grading and drainage design; roadway design; pavement markings/signing and striping; utilities; site plans; preparation and review of shop drawings; interfacing with various agencies; and Builders Pavement Plans. Mr. LaPadula is extremely familiar with state, federal, and local requirements.

Gayron deBruin Land Surveying & Engineering

Christine Gayron, LS, is a co-founder of Gayron de Bruin, and a leader in the surveying industry who advocates for licensed Land Surveyors on the national level as the Younger Member Representative for New York State. Christine also presents continuing education lectures on the subjects of surveying and LiDAR. Christine has managed surveying and mapping contracts for government agencies and private development projects all over NY State and NY City. Christine has spent her career learning the specific mapping systems of Long Island as well as each NYC borough.

Charles Taylor, LS, is a Party Chief with Gayron de Bruin. He has been a land surveyor for more than 16 years. Mr. Taylor delivers precise and accurate results leading the survey field crew with an exceptional work ethic. He works well with a tight deadline and in adverse conditions. Mr. Taylor is a true team player, and an asset to the GdB organization.

Hirani Engineering & Land Surveying

Joseph Perricelli, P.E. has 44 years of civil engineering experience as a Chief Inspector, Senior Highway Designer and Technical Services Supervisor. He retired from the NYSDOT in April of 2003 after 33 years of service. He serves as Senior Civil Engineer/ Project Manager on the majority of Hirani's civil projects.

Resumes of key personnel are provided in **Appendix A**.

M/WBE and Section 3 Business Goals

Nelson and Pope understands the commitment that Nassau County has in meeting the contract goals for this procurement. N&P's shall use good faith efforts to implement Nassau County's desired goals will comply with all applicable federal and state laws and regulations as well as any municipal codes, ordinances and regulations. Typically, these goals are met through the use of sub-consultants and sub-contractors.

The estimated percentages for our sub-consultants are:

- 15.25% Gedeon GRC Consulting (MBE)
- 15.25% Gayron deBruin Land Surveying & Engineering (WBE)
- 10.86% Hirani Engineering & Land Surveying (MBE)

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

N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 04/01/2016 TO 03/31/2019.



CERTIFICATE NUMBER
0012888

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

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

N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
07/01/2017 TO 06/30/2020.



CERTIFICATE NUMBER
0013870

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 113551992

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp PLLC 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):

Please see 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.

Please see attached

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.

N&P Construction Layout* (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)

Nelson, Pope & Voorhis, LLC (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

Vornel Management* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

Hawkins Webb* (N&P Minority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

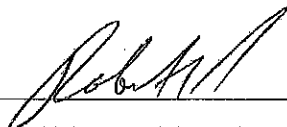
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 12-5-2017

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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.

**Nelson & Pope
Vendor Disclosure**

**Attachment to Disclosure Form
(Question 4 & 5)
+ 6**

**N & P Engineers & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
Partners Information as of 01/01/2017**

	Ownership	Position	Profession	State	Lic #
Epifania, Joseph	15.0317%	Partner	Engineer	NY	58669
Nelson, Robert, Jr.	15.0317%	Partner	Engineer	NY	57296
Lembo, Thomas	17.0317%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas	13.2461%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3851992)	Nelson Pope & Voorhis, LLC (11-333292)	N&P Construction Layout (11-3237008)	572 Wilt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1864513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0455511)	East Coast Geoservices LLC (24-3957238)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3251538)	H&W Nelson & Pope JV (27-4404609)	N&P-GDI (46-0504678)
Epifania, Joseph	15.0317%	-	15.0317%	15.6605%	-	-	-	17.1970%	-	-	-
Nelson, Robert Jr.	15.0317%	-	15.0317%	15.6605%	-	-	-	17.1970%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Palamari, Gregory	12.8984%	-	12.8984%	10.2969%	-	-	-	-	-	-	-
McFarlan, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Obion, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.5804%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Blasman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Pransky, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Sachs, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&W Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Guyon de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Wilt Whitman Road Associates, LLC	Owms Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&W Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GDI	Provides Topographic Surveying Services to New York City Department of Design and Construction

COUNTY OF NASSAU

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

1. Name of the Entity: Nelson, Pope & Voorhis, LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 11353292

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):

Please see 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.

Please see attached

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.

Nelson & Pope, Engineers & Surveyors, PLLC

N&P Engineering LLC* (N&P Majority Owner)

Vornel Management* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

N&P Construction Layout * (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)

East Coast Geoservices* (N&P Minority Owner)

Hawkins Webb* (Minority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 12/5/17

Signed: 

Print Name: Steven J. McGinn

Title: Partner

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. - - - - -

**Nelson, Pope & Voorhis
Vendor Disclosure**

**Attachment to Disclosure Form
(Question 4 & 5)**

+ 6

Nelson, Pope & Voorhis LLC
Partners Ownership Percentages - 01/01/2017

	Ownership	Position	Profession
N&P, Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors 572 Walt Whitman Road, Melville, NY 11747	51.0000%	Partner	-
Voorhis, Charles [REDACTED]	13.9984%	Managing Partner	Environmental Consultant
McGinn, Steven [REDACTED]	9.1777%	Partner	Environmental Analyst
Eiseman, Kathryn [REDACTED]	9.1777%	Partner	Environmental Planner
O'Farrell, Carrie [REDACTED]	9.6462%	Senior Partner	Environmental Scientist
Franson, Bonnie (Maria) [REDACTED]	2.5000%	Partner	Environmental Planner
Turner, Stuart [REDACTED]	2.0000%	Partner	Environmental Planner
Stach, Maximilian [REDACTED]	2.5000%	Partner	Environmental Planner
	100.0000%	-	-

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2017

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-9851992)	Nelson Pope & Voorhis, LLC (11-3353392)	N&P Construction Layout (11-3237006)	572 Walt Whitman Road Associates, LLC (11-3332261)	Vornel Management (12-1564513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (00-0166951)	East Coast Geoservices LLC (28-3957238)	N & P Engineering LLC (81-071476)	Hawkins Webb, LLC (81-3261538)	H&N-Nelson & Pope JV (27-4104698)	N&P-G&B (46-0504678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Lenbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4000%	-	-	-
Poterman, Gregory	12.5954%	-	12.5954%	10.2968%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8932%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9984%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Beeman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Frankon, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	30.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&N Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Geyron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	-	100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&N-Nelson & Pope JV	Environmental Consulting Co. Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction



Nassau County, NEW YORK

Contract for Services

For

Bay Park and Village of East Rockaway Drainage Improvements Final Design

New York State Governor's Office of Storm Recovery (GOSR)-Funded

Disaster Recovery

January, 2018

All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

A project funded through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery

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Exhibit A
Detailed Scope and Budget
Bay Park and Village of East Rockaway Drainage Improvements – Design Services
Basic Services of the Firm

PROJECT DESCRIPTION

The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York.

The highest priority location for drainage improvements within the project limits is Lawson Avenue from Main Street to the outfall on Franklin Street. Discussions with the County, the Town of Hempstead and the Village of East Rockaway as well as being noted in the Comprehensive Drainage Report (Hydraulic and Hydrological Study) and the NYCRR Plan for Bay Park and the Village of East Rockaway indicates this area as a major location for flooding.

There are several issues that cause the flooding on Lawson Avenue. During high tide events, tidal water backing up into the drainage system and flows out of the existing grates at the low points flooding Lawson Avenue and the adjacent streets; the existing drainage system on Lawson Avenue does not have the capacity to store the road runoff from any rain event especially when there is a high tide; the existing drainage system is back pitched and does not function properly; several drainage grates have filter bag inserts that collect debris in order to clean the system, however, these bags are filling quickly and not being cleaned thus not allowing stormwater to enter the system and flooding Lawson Avenue and adjacent streets; and the system becomes filled with debris preventing the stormwater to flow through the system properly.

The existing drainage system on Lawson Avenue needs to be replaced with larger pipe and more drainage structures to increase capacity of the system and remove the pipes that are back pitched. The system will require the installation of an in-line check valve to prevent tidal surcharge and a stormwater treatment structure be installed to remove debris; improve the quality of the stormwater; and prevent debris from reaching the in-line check valve thus preserving the life of the in-line check valve.

In addition to the improvements to the drainage systems, Lawson Avenue pavement surface will be milled and resurfaced and new concrete sidewalks, curb and gutter, and driveway aprons will be constructed. All curb ramps will be reconstructed to be in compliance with current ADA standards.

Many outfalls in the project area get inundated with tidal surcharge during high tide events and rain events which backup and discharge out of existing stormwater drainage grate and flood adjacent roadways. One of the projects included in this proposal will install eighteen (18) check valves at priority locations to help alleviate this flooding. Installation of these check valves and pretreatment systems will improve the stormwater runoff quality and minimize and/or eliminate flooding during some storm events coinciding with high tides. Several locations will require reconstruction of existing bulkheads at the outfall locations. Drainage lines and catch basins will require inspection to determine if tidal infiltration is an issue. Installation of these check valves will address flooding on Lawson Avenue, West Boulevard, East Boulevard and North Boulevard.

The Firm shall develop Preliminary Design and Final Design. The Design Plans will be prepared in accordance with New York State Item Specifications. The Firm and the County understand that GOSR will be the lead agency and any environmental review activities will be conducted by GOSR with the full support of the Firm, and that any GOSR environmental requirements such as elevation design standards adapted to address impacts of climate change, will be followed.

The Firm understands that the **Total Construction Cost must not exceed the Approved Construction Budget.**

If the Total Construction Cost exceeds the Approved Construction Budget, the Firm will provide a value engineering to reduce the cost; assist the County in redefining the scope of the project; incorporate all the scope changes into the Construction Documents; and develop and incorporate alternatives into the Construction and Bid Documents.

I. SCOPE OF SERVICES

The deliverables for this proposal include final (100%) detailed design drawings, specifications, cost estimates and bid documents for two drainage improvements projects listed under Division I and II below.

Division I Design Services

Various Check Valve and Stormwater Treatment Device Installation (Hamlet of Bay Park and Village of East Rockaway) – Final Design

A. Based on the results of the hydraulic and hydrological study of Bay Park and the Village of East Rockaway, the NYRCR Plan for Bay Park and the Village of East Rockaway, and discussions with Nassau County, the Town of Hempstead, and the Village of East Rockaway, it became evident that one of the priority projects included the many outfalls that permit tidal surcharge to enter the existing drainage system and flood adjacent roadways. The project calls for the final design (remaining 70%) of eighteen (18) check valves at priority locations (See Table 1 below) to assist in alleviating this flooding. By installing check valves and pretreatment systems, storm water runoff quality will be improved and flooding will be minimized and/or eliminated during some storm events.

The final design of check valves at the below-listed locations will address flooding in three identified areas throughout the study area, Lawson Avenue, West Boulevard, and East Boulevard.

Table 1

Priority Order	Main Street	Cross Street	Municipality	Work Included in Construction Cost
1	North Blvd	Street End	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
2	Lawrence Street	Street End	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
3	Fulton Street W	Street End	Bay Park	CDS Hydrodynamic Separator, In-line Check Valve in New Structure, and Bulkhead Repair
4	Martin Street W	Street End	Bay Park	CDS Hydrodynamic Separator, In-line Check Valve in New Structure, and Bulkhead Repair
5	North Blvd	Rhame Ave	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
6	Adams Street	Btwn Cathy Rd and Lawson Ave	Village of East Rockaway	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
7	East Blvd	Btwn Sampson St E and Dewey St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
8	East Blvd	Btwn Dewey St E and Cooke St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
9	East Blvd	North Blvd	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
10	East Blvd	Sampson St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
11	East Blvd	Cooke St. E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
12	East Blvd	Sperry St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
13	East Blvd	Martin St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
14	East Blvd	Btwn Martin St E and Fulton St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
15	East Blvd	E Evans St	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
16	East Blvd	Bayview St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
17	East Blvd	Fulton St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
18	East Blvd	Court St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve

B. Base Map

The Firm shall advance the 30% Base Map through the collection of topographic and planimetric data required for the preparation of detailed contract plans, including, but not limited to the following; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

C. Preliminary Design Plans

The firm shall develop an alignment on each of the Base Maps to reflect the 30% Preliminary Design Plans provided by the County. The check valve and storm water treatment system design shall utilize the Rational Formula, using rainfall intensity corresponding to design storms cited in the Bay Park/Village of East Rockaway Comprehensive Drainage Infrastructure Master plan, dated January, 2017. Each check valve and storm water treatment system location shall be separate sheets but it understood that all the checks valves and stormwater treatments systems will be grouped together to develop a complete set of bid documents.

1. Prepare preliminary graphic layout plans at a scale of 1"=20'. The graphic layout plans shall be in the current County standard.
2. Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).
3. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
4. Submit the preliminary plans for approval by the Commissioner.
5. The Firm will provide the County with ten (10) printed copies and one electronic version of the Preliminary Design Plans for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

D. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed grades. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H - Soils Investigations and Reports shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. The Firm will provide the County with ten (10) printed copies and one electronic version of the Final Design Plans and three (3) copies of the Construction Cost Estimate for review and comment. Nassau

County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

Division II
Design Services

Lawson Avenue Drainage Improvements (Village of East Rockaway)

Based on the results of the hydraulic and hydrological study of Bay Park and the Village of East Rockaway, the NYRCR Plan for Bay Park and the Village of East Rockaway, and discussions with Nassau County, the Town of Hempstead, and the Village of East Rockaway, it became evident that the highest priority location for drainage improvements is Lawson Avenue. Frequent flooding occurs at low points along Lawson Avenue due to high tides, especially during moon tides. The existing drainage system does not have the capacity to store the road runoff from any rain event occurring during high tidal events. Surface runoff is restricted from entering existing drainage inlets by the tidal surcharge (tidal waters are at or above the top of grates in most structures during this high tide) and existing drainage pipes are back-pitched and clogged with debris, which frequently causes flooding on Lawson Avenue and the adjacent roadways. Catch basin filter bags are present in the existing drainage system on Lawson Avenue and have contributed to the flooding issue. Due to their limited debris capacity these filter bags, frequently become filled with debris and clogged over time, preventing road runoff from enter the drainage system through the drainage grates.

This project will reconstruct the entire drainage system on Lawson Avenue and adjacent roadways, increase the size of pipes, install additional drainage structures to increase the system's capacity, and eliminate any back-pitched pipes. A new in-line check valve will be installed on Franklin Street to prevent tidal surcharge. A pretreatment structure will be installed to filter road runoff prior to accessing the check valve, preserving the service life of the check valve and eliminating debris from clogging the valve in addition to improving the quality of the storm water runoff. These catch basin filter bags will be not be installed in the proposed drainage system. Drainage grates with curb box inlets will be included in all catch basins to increase inlet capacity. The bulkheads on Franklin Street and on Malecon Street will be repaired and concrete splash guard will be installed at the Franklin Street bulkhead.

The improvements will also include milling off the top course asphalt and placing an asphalt overlaying on Lawson Avenue and adjacent roadways allowing road runoff to enter the new drainage system more efficiently. Concrete sidewalk, curb and gutter, and driveway aprons will also be reconstructed.

B. Horizontal Control

The Firm shall advance the 30% Horizontal Control and establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

The Firm shall advance the 30% Vertical Control and provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

D. Base Map

The Firm shall advance the 30% Base Map through the collection of topographic and planimetric data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner"). Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the 30% Preliminary Design Plans provided by the County. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to design storms cited in the Bay Park/Village of East Rockaway Comprehensive Drainage Infrastructure Master plan, dated January, 2017.

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper 1/2 of the drawing and the horizontal alignment on the lower 1/2.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.
5. The Firm will provide the County with ten (10) printed copies and one electronic version of the Preliminary Design Plans for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.
6. If necessary, and upon the written direction of the Commissioner, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
7. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon.

H. INTENTIONALLY BLANK

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and

supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

8. The Firm will provide the County with ten (10) printed copies and one electronic version of the Final Design Plans and three (3) copies of the Construction Cost Estimate for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

The Firm shall adhere to the following requirements:

- To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the selected A/E firm will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. **The Firm will be required to coordinate with GOSR and its contractors in support of any environmental review activity, such as but not limited to, submitting project description/summary and design drawings, and providing review of draft permitting application forms.** Notwithstanding the above, Subrecipients will be responsible for securing and complying with all applicable, local, state and federal permits.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.
- Prepare and submit any and all required permits.
- Assist the County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical

responsiveness.

- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.
- Coordinate project activities with the activities of the County and other parties.

Penalties for Non-Performance

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.

II. DETAILED BUDGET

CHECK VALVES

NELSON & POPE

	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CAUD TECH	SRL ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	TOTAL HOURS
TASKS										
Survey, Preliminary and Final Design	4	28	64	64	12	0	0	2	8	160
PART 1 TOTALS	4	28	64	64	12	0	0	2	8	160

GdB (WBE)

	LICENSED LAND SURVEYOR - PROFESSIONAL	SURVEYOR PROJECT MANAGER	PARTY CHIEF	INSTRUMENT PERSON	SURVEY TECHNICIANS	JUNIOR SURVEY TECHNICIANS				TOTAL HOURS
TASKS										
Survey, Preliminary and Final Design	8	24	144	144	40	16	0	0	0	376
PART 1 TOTALS	8	24	144	144	40	16	0	0	0	376



Gadeon GRC (MBE)

	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CAUD TECH	SRL ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	TOTAL HOURS
TASKS										
Survey, Preliminary and Final Design	10	56	104	104	56	24	8	0	0	358
PART 1 TOTALS	10	56	104	104	56	24	8	0	0	358

Note: Field Survey Crews billing rates are subject to compliance with the NYS Labor Wage Rates

LAWSON AVENUE

NELSON & POPE

 		MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CADD TECH	SR. ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	TOTAL HOURS
TASKS											
I B Horizontal Control					0	0	0	0	0	0	0
I C Vertical Control					0	0	0	0	0	0	0
I D Base Map		2	2	4	0	4	10	0	0	0	22
I E Detail Map		2	0	0	0	0	0	0	0	0	2
I G Design Plans		24	64	230	180	150	72	40	8	48	736
I I Coordination With Public Utilities		4	0	10	6	0	0	0	0	0	26
I J Final Detail Drawings and Specifications		24	20	92	84	72	60	38	2	6	406
PART 2 TOTALS		60	100	310	260	236	142	78	10	54	1266

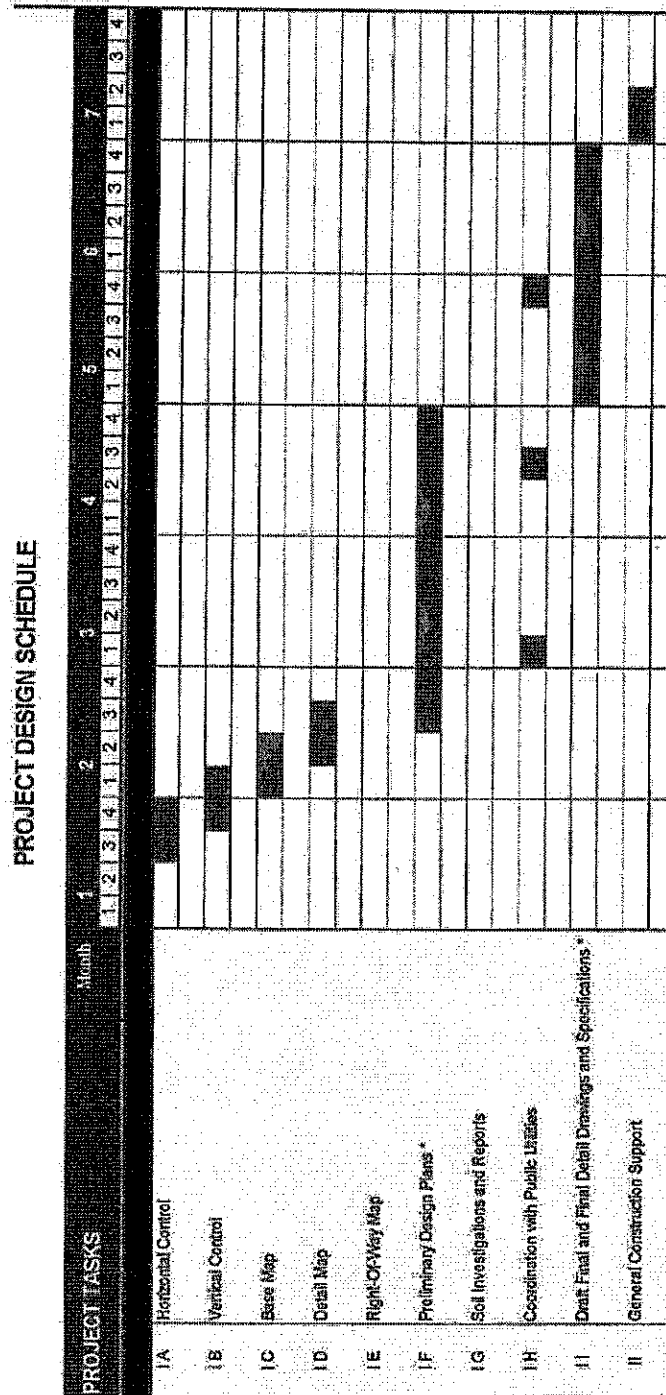
HIRANI ENGINEERING

		LICENSED LAND SURVEYOR - PRINCIPAL	SURVEYOR PROJECT MANAGER	PARTY CHIEF	INSTRUMENT PERSON	SURVEY TECHNICIANS	JUNIOR SURVEY TECHNICIANS				TOTAL HOURS
TASKS											
I B Horizontal Control		2	6	12	12	4					36
I C Vertical Control		2	6	10	10	6					34
I D Base Map		2	4			6					12
I E Detail Map		2	12	72	72	40					198
PART 2 TOTALS		2	8	12	12	8	0		0		36

Note: Field Survey/Crews Billing rates are subject to compliance with the NYS Labor Wage Rates

Exhibit B

Project Schedule
*Notice to Proceed Expected January, 2017**



*Nassau County reserves the right to modify this Timeline as necessary.

Changes to the Timeline will be published at <http://www.nassaucountyny.gov/3886/NYS-GOSR-Community-Reconstruction-Program>.



Appendix A
Contract for Services



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 Fifteen Fifty 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) Nelson & Pope Engineers & Surveyors, a consulting firm, having its principal office at 572 Walt Whitman Road, Melville, NY 11747 (the "Firm or the "Contractor").

This project is made possible in part by a grant from the Housing Trust Fund Corporation (HTFC), which is funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD), and a 2014 Consolidated Funding Application award by Empire State Development.

For the purposes of this contract, the HTFC hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

The contract goals required for Section 3 businesses and residents are consistent with the percentages set forth in 24 CFR Part 135, subsection 135.30: 30% of the total number of new hires directly related to the GOSR CDBG-DR-funded project should be Section 3 residents; and 10% of the total dollar amount of all construction contracts directly related to the CDBG-DR-funded project should be awarded to Section 3 business concerns; or 3% of the total dollar amount of all non-construction contracts directly related to the GOSR CDBG-DR-funded project should be awarded to Section 3 business concerns.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

A "Section 3 business" is a business that can provide evidence that it meets one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

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. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twelve (12) consecutive calendar months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement at any time, for an additional period of up to six (6) months, 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.

2. Services

(a) The services to be provided by the Firm under this Agreement, for ~~Beech Street/Park Street-Complete Streets and Drainage Improvements Bay Park and Village of East Rockaway Drainage Improvements Final Design~~ shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A". 

(b)

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, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **Two Hundred Sixty-Three Thousand Three Hundred Sixty Eight Dollars (\$263,368.00)**.

(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 Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

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 First 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 "Contractor

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, 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.

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, discrimination, living wage, disclosure of information and vendor registration, 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 L and EE attached hereto and with the County’s vendor 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) This contract is subject to:

(c) Nassau County – NYS Governor’s Office of Storm Recovery (Subrecipient Agreement NIFS# CQPW14000028) NIFS date 09-30-14, Nassau County Comptroller Certification 10-24-14, an applicable amendments thereto.

(d) Exhibit E, which is part of the SRA

HUD Section 3 Section 3 HUD Act of 1968 implemented by the regulations set forth in 24 CFR 135

(e) 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 (30) 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, attached hereto and hereby made a part hereof as Appendix L.

(f). 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.

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making

excerpts, copies and transcriptions.

(g) 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 Contractor 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 standard and accepted 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 Contractor 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, State of New York and its Division of the Governor's Office of Storm Recovery, 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 negligent acts or omissions of the Firm or a Contractor Agent provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(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 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 Contractor 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 Contractor Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

(d) 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", New York State Housing Trust Fund Corporation (HTFC)" and the "New York State Governor's Office of Storm Recovery (GOSR)" as additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim 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 limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) 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 as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub-consultants. 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 sub-consultant 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, or (iii) waived, (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) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

(c) Termination for Convenience. The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(d) The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(e) 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.

(f) 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 relating to payment for services performed 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 with this Agreement irrespective of whether the Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor 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 law's 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; 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 and 00/100 dollars (\$533.00) 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 venture 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venture 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 Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture 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.

23. 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.

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

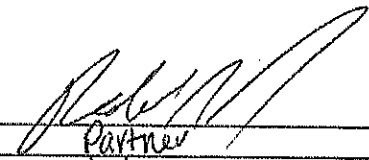
25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.

26. The Contractor is not responsible for delays beyond its control.

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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

FIRM Nelson & Pope Engineers' Surveyors

By: 
Name: _____
Title: Partner
Date: 11/5/15

NASSAU COUNTY

By: _____
Name: _____
Title: Chief Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

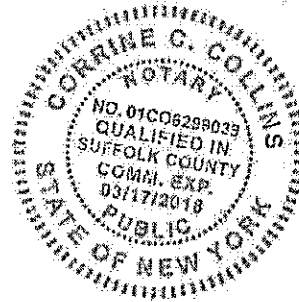
COUNTY OF NASSAU)

Suffolk e

On the 5 day of January in the year 2018 before me personally came
Robert Nelson Jr. 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 Partner of
Nelson & Pope, 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

Corrine C. Collins



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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

Appendix B
PAYMENT SCHEDULE

Division I. DESIGN SERVICES

A. For the services described in Exhibit A, Division I- Various Check Valve and Stormwater Treatment Device – Final Design, the Firm shall be paid an amount not to exceed One Hundred Thousand Two Hundred Seventy Dollars (\$100,270.00).

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made. The Firm agrees to pay its field survey personnel no less than the rates set forth in the current 29 New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

Division II. DESIGN SERVICES

A. Design Surveys

B. For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Fifty Cents (\$0.50) per linear foot of traverse.

C. For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of Fifty Cents (\$0.50) per linear foot of traverse.

D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Fifty Cents (\$0.50) per foot for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Fifty Cents (\$0.50) per foot for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Three Dollars (\$3.00) per foot for all work within 200 feet on each side of the baseline. **The firm shall be paid an additional Three Dollars (\$3.00) per foot for all work extending more than 200 feet from each side of the base line.**

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps

N/A.

G. and J. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications and the Firm shall receive a fee of One Hundred Twenty-Eight Thousand Three Hundred Ten Dollars (\$128,310.00) for a project having a net construction cost of Two Million Seven Hundred Thirty Dollars (\$2,730,000.00).

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. This design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said design fee.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the design fee.

I. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two point Six Five (2.65) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed One Thousand Dollars (\$1,000.00).

Inspection Services during Construction are not included in this Agreement

2.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.
2. Additional models, renderings, and/or photographs than those requested herein.
3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for

inspection and audit as required.

PLEASE SEE PDF OF COMPLETED FORMS

Appendix C

DISCLOSURE STATEMENT

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

Appendix D
STANDARDS FOR PUBLIC OUTREACH AND MEETINGS

1. The selected proposer shall attend up to twelve (12) Project coordination meetings and prepare, coordinate and attend public meetings and related events, both within and external to the County.
2. The selected proposer shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The selected proposer shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
3. Any necessary actions to follow-up shall be conducted in a timely fashion.
4. The selected proposer shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposer shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer, in writing, prior to the meeting or event.
5. The selected proposer shall prepare meeting and event notices.
6. The selected proposer shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
7. All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the selected proposer shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least one (1) week prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least one (1) week prior to each Public Outreach meeting or event.
8. The County may choose to create one or more advisory and/or stakeholder committee(s). The selected proposer shall assist the County in the selection of members for any such committee.

The substance for each event shall be determined in coordination with, and at the sole direction of the County.

Appendix E

STANDARDS FOR PREPARING AND SUBMITTING DELIVERABLES

(To be completed as part of RFP and updated as needed in the Contract)

1. The selected proposer shall submit all deliverables in draft form to the County for County and any other applicable agency review.
2. The selected proposer shall submit ten (10) hardcopy and one (1) electronic version of all deliverables and draft deliverables.
3. All deliverables and draft deliverables shall be reviewed by the County, and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the selected proposer shall incorporate said comments and/or changes.
4. Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

PLEASE SEE PDF OF COMPLETED FORMS

Appendix F

PROGRAM DESCRIPTION AND STAFFING

(To be completed as part of RFP and updated as needed in the Contract)

PLEASE SEE PDF OF COMPLETED FORMS

Appendix G

BUSINESS HISTORY FORM

(To be completed as part of RFP and updated as needed in the Contract)

PLEASE SEE PDF OF COMPLETED FORMS

Appendix H
PRINCIPAL QUESTIONNAIRE FORM

PLEASE SEE PDF OF COMPLETED FORMS

Appendix J
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix J 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(h) ____

(i) 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.

(j) 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.

(k) 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.

(l) 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 J, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) 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 J 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").

(n) 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

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 a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

As used in this Appendix J 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 J.

As used in this Appendix J 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 J 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 J 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 J "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 J 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 J 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 J, 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 K
NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

CONSULTANT DATA LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and contents thereof, and the County shall be the sole owner of all

Derivative Products.

8. Copyright. All publications using any of the Basemap files for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2011, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

11. No Arrears or Default. The Licensee 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.

12. Compliance With Law.

(a) Generally. The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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) 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 Licensee acknowledges that Licensee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

13. Minimum Service Standards. Regardless of whether required by Law: (a) The Licensee shall, and shall cause Licensee 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 Licensee shall conform to the latest version of the NCGIS Geographic Data Standards. The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Licensee 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 Licensee's responsibilities under this Agreement.

(d) The provisions of this subsection shall survive the termination of this Agreement.

14. Indemnification; Defense; Cooperation. (a) The Licensee 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 negligent acts or omissions of the Licensee or a Licensee Agent.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee'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 Licensee is responsible under the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) **The Licensee shall, and shall cause Licensee 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 Licensee and/or a Licensee Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.**

(d) The provisions of this Section shall survive the termination of this Agreement.

15. Disclaimer. (a) The County makes no claim as to the accuracy of the

Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy. The Contractor has the right to rely upon the accuracy and thoroughness of the Basemap and its associated data tables.

The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

(b) In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or maintenance of any applications applied to the data.

(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.

16. 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.

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

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 services to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee 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 Licensee 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.

19. 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.

20. 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 of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

21. 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.

22. 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.

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.

Appendix L

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Appendix M
EXECUTIVE ORDER NO. 2 -
2015

**EXECUTIVE
ORDER
PURSUANT TO
SECTION 203
OF THE
COUNTY
GOVERNMENT
LAW OF
NASSAU
COUNTY TO
FURTHER
DISCLOSURE
BY THOSE
DOING
BUSINESS
WITH NASSAU
COUNTY**

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system with ~~50~~ thirty days after the lobbyist ceases the

activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April

1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

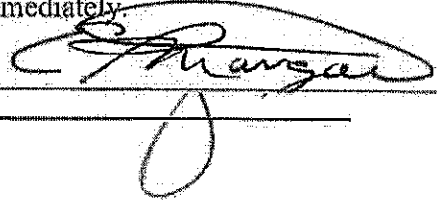
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined

reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: _____



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PLEASE SEE PDF OF
COMPLETED FORMS

COUNTY OF NASSAU

PLEASE SEE PDI OR COMPLETED FORMS

NO TEXT ON THIS PAGE

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.			
Offeror/Contractor Name:		Federal Identification No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE Goals: MBE	% WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.			
Contractor is requesting a:			
1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.		Total	Partial
2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.		Total	Partial
3. Waiver Pending ESD Certification -- (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)		Date of such filing with Empire State Development: _____	
PREPARED BY (Signature):		Date:	
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:		***** FOR AGENCY USE ONLY *****	
New York State Governor's Office of Storm Recovery 25 Beaver Street, 5 th Floor New York, NY 10004		REVIEWED BY:	DATE:
Email to: MWBE_EEOReports@stormrecovery.ny.gov		Waiver Granted: YES	MBE: WBE:
		Total Waiver ESD Certification Waiver Notice of Deficiency Issued	Partial Waiver *Conditional
		*Comments:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX J

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) Reward 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.

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.

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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Rev. 2/27/17

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”:

“Contractor”:

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.
2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.
3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.
4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, 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 Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this 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.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN, IF REQUIRED

(Required if either contract exceeds \$100,000)

Section 3 Plan Format

Nelson & Pope Engineers & Surveyors agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Bay Park and the Village of East Rockaway.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. *Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Nelson & Pope, Engineers & Surveyors, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



Signature
Partner

Title

12/18/2017
Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED**TABLE A****PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__


(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*
Gedeon GRC Consulting	1	\$40,640.00		
Gayron de Bruin Land Surveying & Engineering	1	\$39,720.00		
Hirani Engineering	1	\$29,350.00		

*The Project Area is coextensive with the City of the Town of Hempstead and Village of East Rockaway's boundaries.

Nelson & Pope, Engineers & Surveyors
Company

Bay Park/Village of East Rockaway Drainage Improvements – Final Design S82017-02D
Project Name Project Number


EEO Officer (Signature)

12/18/2017
Date

TABLE B**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	0	0
Professionals	4	4	0	0
Technicians	4	4	0	0
Housing Sales/Rental/Mgmt.				
Office Clerical	1	1	0	0
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Bay Park /Village of East Rockaway whose family income does not exceed 80% of the median income in the State.

Nelson & Pope, Engineers & Surveyors
Company

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: N&P Engineers & Land Surveyor, PLLC
(d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State, Zip Code: Melville, NY 11747

Region/Location of Work: Nassau County

Federal Identification Number: 11-3551992

Solicitation Number: RFP No. PW-S82017-02D

Telephone Number: (631) 427-5665

M/WBE Goals in the Contract: MBE 15 % WBE 15 %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and Intended performance dates of each component of the contract.
A. Gedeon GRC Consulting 6901 Jericho Tpke., Suite 216 Syosset, NY 11791 (516) 873.7010	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	11-3571406	Engineering Services	\$40,640.00
B. Gayron de Bruin Land Surveying and Engineering PC 11 Union Ave Bethpage, NY 11714 (516) 579-3111	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	27-4429063	Surveying Services	\$39,720.00

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY:

REVIEWED BY:

DATE:

NAME AND TITLE OF PREPARER (Print or Type):

Ruseel Z. Scott, PE, Partner

Signature:

Authorized Signature

DATE:

TELEPHONE NO: (631) 427-5665

EMAIL ADDRESS: rscott@nelsonpope.com

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO
Date: _____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO
Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 6 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: N&P Engineers & Land Surveyor, PLLC
(d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State, Zip Code: Melville, NY 11747

Region/Location of Work: Nassau County

Federal Identification Number: 11-3551992

Solicitation Number: RFP No. PW-S82017-02D

Telephone Number: (631) 427-5665

M/WBE Goals in the Contract: MBE 15 % WBE 15 %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. Hiran Engineering 30 Jericho Executive Plaza, Suite 200C Jericho, NY 11753 (516) 285-7999	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	11-3467754	Surveying Services	\$29,350.00
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY:

NAME AND TITLE OF PREPARER (Print or Type):

Ruseel Z. Scott, PE, Partner

Signature:

Authorized Signature

DATE:

TELEPHONE NO: (631) 427-5665

EMAIL ADDRESS: rscott@nelsonpope.com

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO **Date:**

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO
Date:

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO
Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or RFP submittal or contract execution or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:	Nassau County Department of Public Works	Project Name:	Bay Park/Village of East Rockaway Drainage Improvements – Final Design
Offeror's Name:	N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors	Federal ID Number:	11-3551992
Address:	572 Walt Whitman Road	Contract Number (if applicable):	S82017-02D
City State & Zip Code:	Melville, NY 11747	Phone:	(631) 427-5665
Location of Work:	Bay Park, Village of East Rockaway		

MWBE Target Goal			Proposed MWBE Participation	
Category	Percentage	Amount	Category	Percentage Amount
MBE:	15%	\$	MBE:	26.57% \$69,990.00
WBE:	15%	\$	WBE:	15.08% \$39,720.00
Totals:	30%	\$	Totals:	41.65% \$109,710.00

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/S upplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name: Gedeon GRC Consulting	X		11-3571406	Engineering Services	\$40,640.00	
	Address: 6901 Jericho Tpke, Suite 216 Syosset, NY 11791						
	Email:						
	Phone: (516) 873-7010						
B	Name: Gayron de Bruin Land Surveying & Engineering PC			27-4429063	Surveying Services	\$39,720.00	
	Address: 11 Union Avenue Bethpage, NY 11714						
	Email:						
	Phone: (516) 579-3111						
C	Name: Hiran Engineering	X		11-3457751	Surveying Services	\$29,350.00	
	Address: 30 Jericho Executive Plaza Suite 200C Jericho, NY 11753						
	Email:						
	Phone: (516) 285-7999						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Name of Approver:	
Authorized Signature:	
Date:	
Email:	
Phone:	

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: September 21, 2017

SUBJECT: Selection Committee Recommendation
Bay Park and Inc. Village of East Rockaway Drainage Improvements-Design Services,
RFP# PW-S82017-02D

INTRODUCTION

The Bay Park and Village of East Rockaway Drainage Improvements project is made possible by a grant from the Housing Trust Fund Corporation (HTFC) operating through the Governor's Office of Storm Recovery (GOSR), which is funded through a Community Development Block Grant – Disaster Recovery (CDBG-DR from the U.S. Department of Housing and Urban Development [HUD]).

In June, 2017, the County oversaw the completion of a comprehensive drainage study for the Hamlet of Bay Park and the Village of East Rockaway, and progressed certain recommendations to preliminary thirty-percent (30%) design, pursuant to a contract with Nelson & Pope as part of the above-mentioned GOSR initiative. The solicitation described in this memorandum pertains to the advancement of the preliminary design through to final design along with the preparation of construction bid documents.

On June 26, 2017, the Nassau County Department of Public Works (DPW) issued a Request for Proposals (the "RFP"), the purpose of which was to receive proposals from professional engineering consulting firms to advance existing 30% design plans to final, 100% completion, in the form of design plans, specifications, cost estimates and bidding documentation for various check-valve and stormwater treatment devices, and drainage improvements to Lawson Avenue. The anticipated contract resulting from this solicitation is foreseen to be solely funded by CDBG-DR funds and the contracted firm(s) are responsible for making best efforts to meet the HTFC goal of 30% for Minority and Women Business Enterprises ("M/WBE") participation, fifteen-percent (15%) for Minority Business Enterprises ("MBE") participation and fifteen-percent (15%) for Women Business Enterprises ("WBE") participation.

Notice of the RFP was published in Newsday and The New York State Contract Reporter, and was made available on the County's eProcurement webpage on June 26, 2017. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017, and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

- 1) LiRo Engineers, Inc. (LIRO)
- 2) L.K. McLean Associates, P.C. (LKMA)
- 3) Nelson & Pope Engineers & Surveyors (N&P)

An RFP evaluation and selection committee (the "Committee") was formed and was comprised of the following personnel from DPW:

- Kenneth G. Arnold, P.E., Assistant to Commissioner
- Sean Sallie, AICP, Planning Division Supervisor
- William Bottenhofer, P.E., Civil Engineer III



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

Page two

September 21, 2017

SUBJECT: Selection Committee Recommendation
Bay Park and Inc. Village of East Rockaway Drainage Improvements-Design Services,
RFP# PW-S82017-02D

SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. The Committee tabulated the individual scores to establish a combined technical proposal score and ordinal rank (1 representing the highest scoring technical proposal; 3 representing the lowest scoring technical proposal) [see Table 1]. After tabulating the combined technical proposal score and establishing ranking order, the Committee proceeded to open and evaluate the cost proposals based on the *cost per technical score point*. A summary of the cost proposals is provided in Table 1.

Table 1
Proposal Scoring and Ranking Matrix

Proposals			
Selection Committee	LIRO	LKMA	N&P
Reviewer 1	81	88	89
Reviewer 2	88	77	94
Reviewer 3	80	89	90
Total Technical Score	249	254	273
Average Technical Score	83.00	84.67	91.00
Technical Ranking	3	2	1
Cost Proposal	\$448,795.00	\$371,102.21	\$263,368.00
Cost Per Technical Point	\$5,407.17	\$4,383.10	\$2,894.15
Cost Ranking (lowest =1, highest = 3)	3	2	1

(*) Cost evaluation method recommended in the 2004 Nassau County Procurement Policy/Procedure County Wide Policy# CE-01 [Section III. Request for Proposals].

The Committee found that N&P's proposal fully achieves the County and GOSR's M/WBE utilization goals [see Table 2] and provided the most comprehensive and responsive proposal. N&P demonstrated depth of experience and understanding of the area's existing drainage infrastructure and proposed improvements, as the firm prepared the antecedent drainage study and preliminary designs (under a separate contract with the County). The Committee concluded that the N&P proposal has the greatest likelihood of leading to the successful completion of design documents for the installation of eighteen (18) check valves throughout the Bay Park and East Rockaway communities, and drainage infrastructure improvements to Lawson Avenue. Furthermore, N&P is thoroughly knowledgeable and sensitive to the reporting and administrative requirements of the CDBG-DR program.

Proposer W/MBE Utilization (QA/QC)

PROPOSER:	LIRO			LKMA			Nelson & Pope		
COST PROPOSAL:	\$448,795.00			\$371,102.21			\$263,368.00		
	COMPLIANCE			COMPLIANCE			COMPLIANCE		
MBE:	\$128,728.00	28.68%	OK	\$78,594.60	21.18%	OK	\$68,500.00	26.01%	OK
WBE:	\$123,795.00	27.58%	OK	\$132,698.16	35.76%	OK	\$40,000.00	15.19%	OK

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

Page three

September 21, 2017

SUBJECT: Selection Committee Recommendation
Bay Park and Inc. Village of East Rockaway Drainage Improvements--Design Services,
RFP# PW-S82017-02D

Table 2

CONSISTENCY WITH COUNTY PROCUREMENT POLICY

As mentioned above, the Department of Public Works formed a three (3) member Committee made up of qualified and credentialed staff. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked technical proposal was identified. After the technical proposals were scored and ranked, the Committee opened and reviewed the cost proposal from all three (3) respondents. The cost proposals were compared in terms of *cost per technical evaluation point*. Cost proposals were then ranked from the lowest to highest *cost per technical evaluation point*. N&P received the highest technical score and proposed the lowest cost (and accordingly, the lowest *cost per technical evaluation point*) The Selection Committee concluded that the N&P cost proposal is reasonable and will provide the greatest value to the County.

SUMMARY OF ACTIVITIES

1. June 26, 2017 - RFP Published Publicly
2. June 28, 2017 - Addendum #1 Published Publicly
3. June 29, 2017 - Non-Mandatory Pre Proposal Meeting
4. July 5, 2017 - Addendum #2 Published Publicly
5. July 26, 2017 - Proposal submittal due
6. August 28, 2017 - Selection Committee Meeting
7. June 2, 2016 - Cameron Engineering submits BAFO
8. September 14, 2017 - Recommendation for funding to the State (GOSR)

JUSTIFICATION

The proposed Bay Park and Village of East Rockaway Drainage Improvements -- Final Design project was bid out as a competitive RFP following 24 CFR Part 85.36 and the costs are reasonable due to:

1. In accordance to the requirements of a competitive bid proposal in 24 CFR part 200.320(d)(5)8 whereby the competitors' qualifications are evaluated and the award recommendation is being made to the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation

RECOMMENDATION

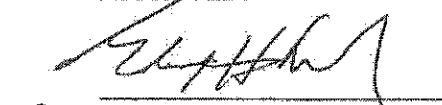
Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with N&P for the final design of Bay Park and Village of East Rockaway Drainage Improvements (final design services). The Committee is prepared to discuss its recommendation in further detail at your convenience.


Shila Shah-Gavoudias
Commissioner

SSG:KGA:ac

c; Kenneth G. Arnold, Assistant to Commissioner
Sean E. Sallie, AICP, Planning Supervisor

APPROVED:


Richard R. Walker
Chief Deputy County Executive

10/3/17
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Sean Sallie, Planner Supervisor

FROM: Office of the Commissioner

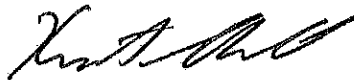
DATE: May 26, 2017

SUBJECT: CSEA Sub-Contracting Approval
C17-064 – Bay Park/East Rockaway Drainage Improvement - Design Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-064**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold
Assistant to Commissioner

KGA:las

c: Harold T. Lutz, Director of Traffic Engineering
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



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: May 8, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract
Bay Park / East Rockaway Drainage Improvements - Design Services

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:
Final design/engineering services for Lawson Avenue drainage improvements and various stormwater outfall check valve installations throughout the Inc. Village of East Rockaway and the Hamlet of Bay Park. The final design advances the preliminary design documents prepared as part of the Bay Park/East Rockaway Drainage Study and thirty percent (30%) Design Project. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.
2. The work involves the following:
Pursuant to the County's executed CDBG-DR Funding Application (countersigned by NYS GOSR), the work involves the preparation of final design documents for drainage improvements in the Bay Park and East Rockaway communities. This solicitation would allow for the progression of preliminary design documents into the final design phase.
3. An estimate of the cost is: \$300,000.00
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (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:ac

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Robert Bedford, Office of the County Attorney
William S. Nimmo, Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Diane Pyne, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
~~Sean Sallie, Planner Supervisor~~



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.

Robert Nelson Jr, PE, Partner

01/05/18

Name and Title of Authorized Representative

m/d/yy

Signature

Date

N&P Engineers & Land Surveyor PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Name of Organization

572 Walt Whitman Road, Melville, NY 11747

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2017

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 Lavery		
	PHONE (A/C, No, Ext): 516-869-8788	FAX (A/C, No): 1-516-706-2973	
INSURED N & P, Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors 572 Walt Whitman Road Melville NY 11747	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Trumbull Insurance Company		
	INSURER B : Berkley Insurance Company		
	INSURER C : Continental Insurance		35289
	INSURER D : Travelers Indemnity Company		25658
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 413303295**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6020187116	8/14/2017	8/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 EMP BEN. \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2017	8/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP81M3928117NF	8/14/2017	8/14/2018	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			AEC901389703	3/8/2017	3/8/2018	\$2,000,000 \$4,000,000 PER CLAIM AGGREGATE

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

RE: Bay Park/East Rockaway Drainage Improvements

New York State, New York State Housing Trust Fund Corporation and Nassau County are included as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION** 30 day notice applies

Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	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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New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113551992

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791



Scan to Validate

POLICYHOLDER N&P ENGINEERS & LAND SURVEYOR PLLC 572 WALT WHITMAN RD MELVILLE NY 11747	CERTIFICATE HOLDER NASSAU COUNTY 1194 PROSPECT AVE. WESTBURY NY 11590
---	---

POLICY NUMBER Z 1254 137-1	CERTIFICATE NUMBER 983723	POLICY PERIOD 01/01/2018 TO 01/01/2019	DATE 11/17/2017
--------------------------------------	-------------------------------------	--	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

CHARLES J VOORHIS GENERAL PARTNER
STEVEN MCGINN GENERAL PARTNER
KATHRYN EISEMAN GENERAL PARTNER
CARRIE O'FARRELL GENERAL PARTNER
EAST COAST GEOSERVICES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 252259240





New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113551992

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791



Scan to Validate

POLICYHOLDER N&P ENGINEERS & LAND SURVEYOR PLLC 672 WALT WHITMAN RD MELVILLE NY 11747		CERTIFICATE HOLDER NASSAU COUNTY 1194 PROSPECT AVE. WESTBURY NY 11590	
POLICY NUMBER Z 1254 137-1	CERTIFICATE NUMBER 975743	POLICY PERIOD 01/01/2017 TO 01/01/2018	DATE 12/30/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 795079749



00000000000039725935

E-40-18
Amendment 2

Amendment in Nature of Substitution

Clerk Item: E-40-18

Correcting contract total in section #3
of contract.

RECEIVED
CLERK OF THE LEGISLATURE
2018 APR -11 P 11:37



E-40-18

NIFS ID: CQFC18000001 Department: Fire Commission

Capital:

SERVICE: FIRE SERVICE TRAINING

Contract ID #: CQFC18000001

NIFS Entry Date: 31-JAN-18

Term: from 01-JAN-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
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: VOCATIONAL EDUCATION & EXTENSION BOARD (VEEB)	Vendor ID#: 116002404
Address: 30 EAST CHERRY STREET HICKSVILLE, NEW YORK 11801	Contact Person: PHILIP MALLOY, JR
	Phone: 516-572-1702

Department:
Contact Name: SCOTT D. TUSA
Address: 1194 PROSPECT AVENUE 2ND FLOOR WESTBURY, NEW YORK 11590
Phone: 516-572-9991

Routing Slip

Department	NIFS Entry: X	31-JAN-18 -- MGRIGONIS
Department	NIFS Approval: X	01-FEB-18 -- JPRIEST
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-18 -- APERSICH
OMB	NIFS Approval: X	22-FEB-18 -- WCOTE
County Atty.	Insurance Verification: X	01-FEB-18 -- AAMATO

County Atty.	Approval to Form: X	02-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	04-APR-18 -- TFOX
Leg. Affairs	Approval/Review: X	21-MAR-18 -- JSCHANTZ
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: TRAINING OF FIREFIGHTERS FOR THE 71 VOLUNTEER FIRE DEPARTMENTS IN NASSAU COUNTY
Method of Procurement: THIS SERVICE IS PROPRIETARY IN NATURE. THERE IS ONLY ONE ORGANIZATION CAPABLE OF PROVIDING THIS SERVICE. SOLE SOURCE PROVIDER
Procurement History: TRAINING OF FIREFIGHTERS BY VEEB HAS BEEN DONE SINCE 1962. IN 1993 THE MEANS OF FINANCING THIS TRAINING HAS BEEN DONE BY MEANS OF A PERSONAL SERVICE CONTRACT.
Description of General Provisions: VEEB SHALL PROVIDE FIRE SAFETY TRAINING TO PRIMARY EDUCATION STUDENTS AND SENIOR CITIZENS AS PART OF A PUBLIC EDUCATION PROGRAM, ALSO PROVIDE TRIANING IN FIRE SUPPRESSION AND CONTROL AND OTHER RELATED DUTIES AND FUNCTIONS TO THE NASSAU COUNTY FIRE DEPARTMENTS, THE NASSAU COUNTY FIRE MARSHAL'S OFFICE AND THE VOLUNTEER AMBULANCE CORPS
Impact on Funding / Price Analysis: Funding remains the same at \$4,370,188.00 (2017 CONTRACT)
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	FC	Revenue			FCFCF1100 DE500	\$ 4,370,188.00
Control:	10	Contract:				\$ 0.00
Resp:	1100	County	\$ 4,370,188.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 4,370,188.00		TOTAL	\$ 4,370,188.00
RENEWAL						
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

1. **Vendor:** VOCATIONAL EDUCATION & EXTENSION BOARD (VEEB)

2. **Dollar amount requiring NIFA approval:** \$4370188

Amount to be encumbered: \$4370188

This is a New

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:** 01/01/2018=12/31/2018

Has work or services on this contract commenced? Y _____

If yes, please explain: FIREFIGHTER TRAINING TO 71 VOLUNTEER FIRE DEPARTMENTS IN NASSAU COUNTY

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

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?

Y

Has NIFA approved the borrowing for this contract?

Y

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

TRAINING OF FIREFIGHTERS FOR THE 71 VOLUNTEER FIRE DEPARTMENTS IN NASSAU COUNTY

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 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.

APERSICH

20-MAR-18

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 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

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 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.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board for vocational education and training for volunteer firefighters and other residents of Nassau County, 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 agreement with the Nassau County Vocational Education and Extension Board

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: Vocational Education & Extension Board VEEB

CONTRACTOR ADDRESS: 30 East Cherry Street, Hicksville, New York 11801

FEDERAL TAX ID #: 11-6002404

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 _____ [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.

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

1-31-18
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.



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.

Vendor: Vocational Education & Extension Board of Nassau County

Dated: 1/22/2018

Signed:

Print Name: Phillip F Malloy

Title: Board President



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?

NO

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: 1/22/2018

Signed:



Print Name:

Philip F Malloy

Title:

Board 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.

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 ANGELO CATALANO
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 East Cherry Street
City/state/zip Hicksville NY 11801
Telephone [REDACTED]
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 / / Bruck 5/22/1991
(Other) Member
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

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, Angelo Catalano, being duly sworn, state that I have read and understand all the terms 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325187
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education + Extension Board
Name of submitting business

Angelo Catalano
Print name

Angelo Catalano
Signature

Board Member
Title

1/24/2018
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 Mary Alice Tyler
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 E Cherry Street
City/state/zip Hicksville NY 11801
Telephone 516 572 1707
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 4 / 16 / 2014 Partner / /
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ☒ If Yes, provide details.

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

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, Mary Alice Tyler, 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education & Extension Board
Name of submitting business

Mary Alice Tyler
Print name

Mary Alice Tyler
Signature

CFO
Title

1 / 24 / 2018
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 RAYMOND F MAGUIRE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 EAST CHERY ST
City/state/zip THICKSVILLE OH 44881
Telephone 516 672 1701
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 1/1/15 Treasurer 1/1/15
Chairman of Board 1/1/15 Shareholder 1/1/15
Chief Exec. Officer 10/12/2013 Secretary 1/1/15
Chief Financial Officer 1/1/15 Partner 1/1/15
Vice President 1/1/15 Board 12/3/2003
(Other) Clerk 1/1/2015 Member
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, RAYMOND F MAGUIRE, 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No: 01MC6825167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education & Extension Board
Name of submitting business

RAYMOND F MAGUIRE

Print name

[Signature]
Signature

EXECUTIVE DIRECTOR / BOARD MEMBER

Title

01, 224, 10

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 Philip F. Malloy Jr
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 East Cherry Street
City/state/zip Hicksville N.Y. 11801
Telephone (516) 315-7002
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 1/1/2013 Treasurer 1/1/
Chairman of Board 1/1/ Shareholder 1/1/
Chief Exec. Officer 1/1/ Secretary 1/1/
Chief Financial Officer 1/1/ Partner 1/1/
Vice President 1/1/ Board 1/17/2012
(Other) Member
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

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, Philip F. Malloy Jr, 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education & Extension Board
Name of submitting business

Philip F Malloy
Print name

[Signature]
Signature

Board President
Title

1 / 24 / 2018
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 JOSEPH A BENTIVEGNA
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 E Cherry Street
City/state/zip Highville NY 11801
Telephone [REDACTED]
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 / / Board 6 / 12 / 2012
(Other) Deputy 11 / 12 / 2015 Member /
Clerk
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, JOSEPH A BENTIVEGNA 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education & Extension Board
Name of submitting business

Joseph Bentivegna
Print name

Joseph A Bentivegna
Signature

Board Member
Title

1/24/2018
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 Ralph Esposito
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 E. Cherry St.
City/state/zip Hillsville, VT. 05101
Telephone _____
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 _____ Board 10/16/2013
(Other) Member
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 of 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

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I, Ralph Esposito, 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 24th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 19, 2019

Vocational Education & Extension Board
Name of submitting business

Ralph Esposito
Print name

Ralph Esposito
Signature

Director
Title

1, 24, 2018
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 CHRISTOPHER J. SHELTON
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 EAST CHEERY ST
City/state/zip HICKSVILLE, NY 11801
Telephone _____
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 1/1/12 Treasurer 1/1/12
Chairman of Board 1/1/12 Shareholder 1/1/12
Chief Exec. Officer 1/1/12 Secretary 1/1/12
Chief Financial Officer 1/1/12 Partner 1/1/12
Vice President 1/1/2012 Principal 2/21/2012
(Other) Member

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, CHRISTOPHER P. SHELTON, 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 27th day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education Extension Board
Name of submitting business

CHRISTOPHER P. SHELTON
Print name

Christopher P. Shelton
Signature

Board Member
Title

01, 24, 2018
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 FRANK J. CRESTEN
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 E Cherry Street
City/state/zip Hicksville, NY 11801
Telephone 516-572-8530
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 / /
(Other) Chief Instructor 9/2/1994
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.

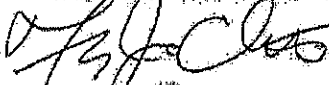
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details 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 ☒ 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, FRANK J. CHESTER, 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 24 day of January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education and Extension Board
Name of submitting business

Frank Chester
Print name

See above
Signature

Chief Instructor
Title

1/24/2018
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 ROBERT V. HUGHES JR.
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 30 E Cherry Street
City/state/zip Wicksville, NY 11301
Telephone 516-572-8600
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 / /
(Other) CHIEF INSTRUCTOR 11/7/2008
3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO Y 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 Y 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 Y 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, R. Hughes, 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 24th day of January, 2018

Patricia M. McLafferty
Notary Public:

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Vocational Education and Extension Board
Name of submitting business

Robert Hughes
Print name

R. Hughes
Signature

Chief Instructor
Title

1/24/2018
Date

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: 1/24/2018

- 1) Proposer's Legal Name: Vocational Education and Extension Board of (VEEB)
2) Address of Place of Business: 30 E. Cherry St., Hicksville NY Nassau County
11801

List all other business addresses used within last five years:

300 Winding Road, Old Bethpage, NY 11501 899 A Jerusalem Ave, Uniondale, NY 11553

- 3) Mailing Address (if different): _____

Phone: 516-572-1701

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 040471328

- 5) Federal I.D. Number: 11-6052404

- 6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) VEEB is an Educational Corporation established pursuant to NYS Education Law Section 1101.

- 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.

No conflict exists. All potential new employees will be asked about any potential conflict of interest prior to being hired. Any new principal/board member will be asked the same.

- 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; 1928
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Nassau County
- iii) Name, address and position of all officers and directors of the company; See vendor
- iv) State of incorporation (if applicable); New York disclosure form
- v) The number of employees in the firm; < 300 question 4
- vi) Annual revenue of firm; Approximately \$9 million
- vii) Summary of relevant accomplishments Training & Education in fire prevention and
- viii) Copies of all state and local licenses and permits. 1st responders.

B. Indicate number of years in business. 40 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 Nassau Community College

Contact Person Dawn Nolan

Address One Education Drive

City/State Garden City, NY

Telephone (516) 572-7300 ext 24682

Fax # _____

E-Mail Address dawn.nolan@ncc.edu

Company SUNY Maritime College / Dept of Continuing Education
Contact Person Margaret Poppiti
Address 6 Pennyfield Avenue
City/State Throggs Neck, NY 10465
Telephone 718-409-7349
Fax # 718-409-4886
E-Mail Address m.poppiti@suny-maritime.edu

Company New York State Health Dept
Contact Person Frances Lopez
Address 875 Central Avenue
City/State Albany, NY
Telephone 518-402-0988
Fax # _____
E-Mail Address frances.lopez@health.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, Philip Malloy, 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 January 2018

Patricia M. McLafferty
Notary Public

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

Name of submitting business: Vocational Education & Extension Board

By: Philip Malloy
Print name
[Signature]
Signature

Board President
Title

1 / 22 / 2018
Date

. COUNTY OF NASSAU

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

1. Name of the Entity: Vocational Education and Extension Board of Nassau County (VEEB)
Address: 30 E Cherry Street
City, State and Zip Code: Hicksville NY 11801
2. Entity's Vendor Identification Number: 11-6003404
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp ☒ Other (specify) VEEB is an Educational Corporation established pursuant to NYS Education Law, Section 1101
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):

Please see next 2 pages

Robert Hughes, Chief Instructor [REDACTED]

Frank Chester, Chief Instructor [REDACTED]

Mary Alice Tyler, CEO [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.

N/A

Nassau VEEB Board of Directors & Administration

Joseph A. Bentivegna, Deputy Clerk [REDACTED]
[REDACTED]

Home [REDACTED]
Business 292-9000 x201
Cel [REDACTED]
E-Mail [REDACTED]

Angelo Catalano [REDACTED]
[REDACTED]

Home [REDACTED]
Business 572-4177
Cel [REDACTED]
E-Mail [REDACTED]

Ralph Esposito [REDACTED]
[REDACTED]

Home [REDACTED]
Cel [REDACTED]
E-Mail [REDACTED]

Bernard P. Jaffe [REDACTED]
[REDACTED]
[REDACTED]

Home 687-9828
Cel [REDACTED]
E-Mail [REDACTED]
Fax 889-4254
Emergency [REDACTED]
[REDACTED]

Raymond F. Maguire, Clerk [REDACTED]
[REDACTED]

Home [REDACTED]
Business 377-2190
Fax 377-0809
Cel [REDACTED]
E-Mail [REDACTED]
Emergency [REDACTED]

Philip F. Malloy, Jr., President [REDACTED]
[REDACTED]

Home [REDACTED]
Cel [REDACTED]
E-Mail [REDACTED]

Eugene J. Murray
[REDACTED]

Home [REDACTED]
Cel [REDACTED]
Emergency [REDACTED]

Keith Scalia [REDACTED]
[REDACTED]

Home [REDACTED]
Business 718-835-6213
Cel [REDACTED]
E-Mail [REDACTED]
Emergency [REDACTED]

Christopher P. Shelton, Vice Pres. [REDACTED]
[REDACTED]

Home [REDACTED]

Cel [REDACTED]

E-Mail [REDACTED]

Ken Gray, Esq., Agency Counsel
Bee, Ready, Fishbein, Hatter & Donovan
170 Old Country Road - Suite 200
Mineola NY 11501

Business 746-5599

Fax 746-1045

E-Mail

kgray@BeeReadyLaw.com

Revised: April 15, 2015

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.

Page 3 of 4

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

N/A

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

N/A

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: 1/24/2018

Signed:

Print Name: Philip Malloy

Title: Board President

Page 4 of 4

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

This Agreement, dated as of _____, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") 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 on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Nassau County Vocational Education and Extension Board, a not for profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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 Contractor desires to perform the services described in this Agreement;

WHEREAS, in order to meet the needs of the Contractor, the County has always and will continue to provide an advance payment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2018, and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of Nassau County, to include but not be limited to the training of primary education students and senior citizens as part of a public education program in fire safety, members of Nassau County Fire Department's, in fire suppression and control and other related duties and functions as part of emergency response, Volunteer Ambulance Corps and Employees of the Office of the Fire Marshal.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as consideration for the Contractor's services under this Agreement, shall be Four Million, Three Hundred Seventy Thousand One Hundred Eighty-Eight Dollars (\$4,370,188.00) payable as follows: payments shall be for actual services provided and shall be made pursuant to invoices submitted by the Contractor for invoices submitted during the term of the Agreement commencing January 1, 2018. Payments shall be on a reimbursement basis monthly in arrears. However, an advance payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00) shall be made by the County to VEEB no later than April 30, 2018, in order for VEEB to meet its cash obligations in a timely, legal and efficient manner.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor 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

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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 Payment Claims. The Contractor 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 Contractor 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 Contractor 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 Contractor received notice that the County did not desire to receive such services.

(f) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3rd) month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement. Payment to the Contractor following termination or expiration of

this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligations, (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. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor 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, the Contractor agrees as follows:

(i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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. The Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

7. Minimum Service Standard. Regardless of whether required by Law: (a) The Contractor shall, and shall cause the Contractor 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 Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor'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 Contractor is responsible under this section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of an action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance (a) Types and Amounts. The Contractor 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 claim, (iii) compensation insurance for the benefit of the

Contractor'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; Sub Contractor. All insurance obtained and maintained by the Contractor 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 (ii) in form and substance acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provision required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Charge; 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 Contractor shall provide written notice to the County of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor 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.

10. 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor 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 Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor'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 Contractor 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 Contractor 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 Contractor's rights 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) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Contractor 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 Contractor 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.

13. Limitation 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor's actions 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.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. 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.

16. 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 the Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, New York 11501 and (iv) if to the Contractor to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor or in each case to such other persons or addresses as shall be designated by written notice.

17. 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 provisions 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 terms of this Agreement shall be read together as not conflicting.

18. 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.

19. Entire Agreement. This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

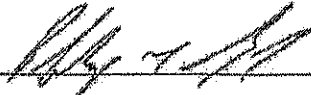
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(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 for the state and/or federal government.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VOCATIONAL EDUCATION AND
EXTENSION BOARD

By: 
Name: Philip F Malloy
Title: Board President
Date: January 22, 2018

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of January in the year 2018 before me personally came Philip E. Malloy 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 Board President of VOCATIONAL EDUCATION AND EXTENSION BOARD, 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.

Patricia M. McLafferty
NOTARY PUBLIC

PATRICIA M. McLAFFERTY
Notary Public, State of New York
No. 01MC6325167
Qualified in Nassau County
My Commission Expires May 18, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of ____ in the year 2018 before me personally came _____ to me personally known, who, being by me sworn, did depose and say that he or she resides in the County of _____; that he or she is the 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

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 (i) 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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Phillip F Malloy (Name)
30 E Cherry Street, Hicksville, NY 11801 (Address)
(516) 572-1701 (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

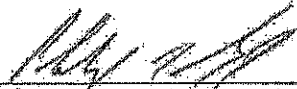
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ 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.

1/22/18
Dated _____



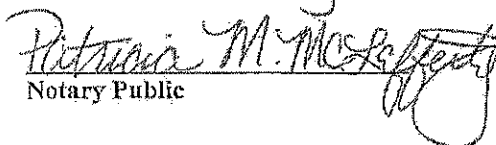
Signature of Chief Executive Officer

Philip F Malloy

Name of Chief Executive Officer

Sworn to before me this

22nd day of January, 2018.



Notary Public

VOCATIONAL EDUCATION AND EXTENSION BOARD

County of Nassau
30 E Cherry Street
Hicksville, NY 11801-4302
516-572-1700

Board of Directors

Philip F. Malloy, Jr., President
Christopher P. Shelton, Vice President
Raymond F. Maguire, Clerk
Joseph A. Bentivegna, Deputy Clerk
Angelo M. Catalano
Ralph Esposito
Bernard P. Jaffe
Eugene J. Murray
Keith Scalia

OBLIGATION BUDGET
CONTROLL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2018

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT NIMS	REVISED	ADJUSTMENT	REVISED	(name & number)
	Personal Service						
AA	Salaries	1,800,000.00	-			-	
AB	Fringe Benefits	2,175,586.00				-	
	Subtotal	3,975,586.00	-			-	
	Other Than Personnel Service						
BB	Equipment						
CC	Materials & Supplies						
DD	General Expenses	75,000.00				-	
DE	Contractual Services	75,000.00				-	
DF	Utilities						
HH	Interfund Charges						
	Subtotal	150,000.00	-			-	
	All Other						
	TOTAL OBLIGATIONS	4,125,586.00	-			-	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/17

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

HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT

PHONE (516) 795-1330 FAX (516) 795-5101
E-MAIL info@hubbinette-cowell.com

INSURED

VOCATIONAL EDUCATION & EXTENSION
BOARD, NASSAU COUNTY
30 EAST CHERRY STREET
HICKSVILLE, NY 11801

INSURER A AMERICAN ALTERNATIVE INS. CORP. 19720
INSURER B PERMA
INSURER C MEDPRO RRG
INSURER D
INSURER E
INSURER F

RATES

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.

LINE	TYPE OF INSURANCE	ACORD	FORM	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> .000 <input type="checkbox"/> OTHER	Y		VFISTR2061617-10	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMBOP ADD \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		VFISTR2061617-10	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 FAMILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y		VFISTR2061617-10	01/01/18	01/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER INFORMATION ON OVERSIGHT OF OPERATIONS (See page 2) DESCRIPTION OF OPERATIONS below	Y	NA	WC0001198-10	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY POLICY			L19426	09/01/17	09/01/18	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 6,000,000

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

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

NASSAU COUNTY
OFFICE OF THE COUNTY EXECUTIVE
1550 FRANKLIN AVENUE
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

Paul A. Cowell



CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/05/17

12/05/17

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

HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT

PHONE (516) 795-1330 FAX (516) 795-5101
E-MAIL info@hubbinette-cowell.com

INSURANCE PROVIDING COVERAGE

INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F
AMERICAN ALTERNATIVE INS. CORP.	PERMA	MEDPRO RRG			

INSURED

VOCATIONAL EDUCATION & EXTENSION
BOARD, NASSAU COUNTY
30 EAST CHERRY STREET
HICKSVILLE, NY 11801

PAGES

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.

LT#	TYPE OF INSURANCE	POL. NO.	POL. EFF.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	UNITS		
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>	Y		VFISTR2061617-10	01/01/18	01/01/19	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Per occurrence)						\$ 1,000,000	
	WER EXP (Any one person)						\$ 5,000	
	PERSONAL & ADVERTISING						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 3,000,000	
	PRODUCTS & COMPOUND AGG						\$ 3,000,000	
							\$	
A	<div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><input checked="" type="checkbox"/> AUTO</div><div><div><input checked="" type="checkbox"/> OWNED AUTOS ONLY</div><div><input checked="" type="checkbox"/> Hired AUTOS ONLY</div></div></div></div>	Y		VFISTR2061617-10	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
							\$	
							\$	
A	<div><div><div>UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div></div><div><div><input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> CLAIMS-MADE</div></div></div>	Y		VFISTR2061617-10	01/01/18	01/01/19	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE						\$ 10,000,000	
							\$	
							\$	
B	<div><div><div>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</div><div><div><input checked="" type="checkbox"/> BEN. STATUTE</div><div><input type="checkbox"/> OTHER</div></div></div><div><div><input checked="" type="checkbox"/> EL EACH ACCIDENT</div><div><input checked="" type="checkbox"/> EL DISEASE & EA EMPLOYEE</div><div><input checked="" type="checkbox"/> EL DISEASE & POLICY LIMIT</div></div></div>	N/A		WC0001198-10	01/01/18	01/01/19		
C	PROFESSIONAL LIABILITY POLICY			L19426	09/01/17	09/01/18	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS (YES/NO) (ACORD 101, Additional Remarks Schedule may be included here upon request)

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

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

Paul A. Cowell



New York State Department of
TAXATION and FINANCE
OTPA Sales Tax Exempt Organizations Unit
Building 9 Room 154
W.A. Harriman Campus
Albany, NY 12227

January 24, 2018

Vocational Education and Extension Board
County of Nassau
30 E Cherry St
Hicksville NY 11801-4302

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Vocational Education and Extension Board, from the payment of New York State and local sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the Vocational Education and Extension Board may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the Vocational Education and Extension Board is the purchaser, and is the only documentation the vendor needs in order to not collect sales tax.

For additional information, please refer to Publication 843, *A Guide to Sales Tax in New York State for Exempt Organizations*, which is available on the New York State Tax Department website at www.tax.ny.gov

New York State Department of Taxation and Finance
OTPA-Taxpayer Guidance Division
Sales Tax Exempt Organizations Unit
Building 9 Room 154
W A Harriman Campus
Albany NY 12227

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2012

NASSAU COUNTY VOCATIONAL EDUCATION
AND EXTENSION BOARD
899-A JERUSALEM AVE
UNIONDALE, NY 11553-3037

Employer Identification Number:
11-6002404
DLN:
17053123334041
Contact Person:
JOHN J MCGEE ID# 31169
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
No
Effective Date of Exemption:
March 19, 1928
Contribution Deductibility:
Yes
Addendum Applies:
No

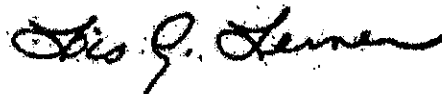
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Laura Curran
Nassau County Executive

Scott D. Tusa
Chief Fire Marshal



Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723

Inter-Departmental Memo

To: Nassau Local 830, CSEA
From: Scott D. Tusa, Chief Fire Marshal
Date: January 5, 2018
Subject: Section 32 Procedure

Please be advised that this office intends to contract with Vocational Educational and Extension Board (VEEB), 30 East Cherry Street, Hicksville, New York 11801 in the amount of \$4,125,586.00. The term of the Contract is from January 1, 2018 through December 31, 2018.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstances, please advise pertaining to Section 32.


Scott D. Tusa
Chief Fire Marshal

Laura Curran
Nassau County Executive

Scott D. Tusa
Chief Fire Marshal

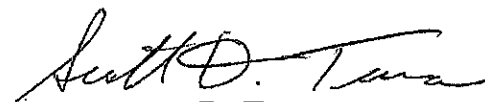


Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723

Inter-Departmental Memo

To: Contract Office
From: Scott D. Tusa, Chief Fire Marshal
Date: January 31, 2018
Subject: CSEA Section 32

This is to advise that a letter to CSEA dated January 5, 2018 advising that this office intended to enter into a contract with VEEB has generated no response from CSEA.


Scott D. Tusa
Chief Fire Marshal

Laura Curran
Nassau County Executive

Scott D. Tusa
Chief Fire Marshal



Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723

Inter-Departmental Memo

To: Jack Schnirman, County Comptroller
From: Scott D. Tusa, Chief Fire Marshal
Date: January 31, 2018
Subject: Executive Order #1 - 1993, Vocational, Educational, and Extension Board

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal

VOCATIONAL EDUCATION AND EXTENSION BOARD

County of Nassau
30 E Cherry Street
Hicksville, NY 11801-4302
516-572-1700

Board of Directors

Philip F. Malloy, Jr., President
Christopher P. Shelton, Vice President
Raymond F. Maguire, Clerk
Joseph A. Bentivegna, Deputy Clerk
Angelo M. Catalano
Ralph Esposito
Bernard P. Jaffe
Eugene J. Murray
Keith Scalia

January 31, 2017

Corporate Structure for VEEB:

Board President, Philip F Malloy

Board Vice President, Christopher Shelton

Board Clerk and Executive Director, Raymond Maguire

Direct Reports to Board of Directors:

Mary Tyler, CFO/Treasurer

Robert Hughes, Supervisor/Chief Instructor of Fire Service Academy

Frank Chester, Supervisor/Chief Instructor of EMS Academy

John Murray, Supervisor/Chief Instructor of Public Education Division

The above is correct.



Raymond Maguire
Executive Director/Board Clerk

Laura Curran
Nassau County Executive

Scott D. Tusa
Chief Fire Marshal



Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723

Inter-Departmental Memo

To: Robert Cleary
From: ACFM John Priest
Date: 04/04/2018
Subject: CQFC18000001 - VEEB

Dear Mr. Cleary,

Regarding CQFC18000001 for VEEB,

The contract has a start date of January 1st, which has always been problematic for us, because we can never start the process until such time as the current year budget numbers are loaded into FAMIS, which is usually sometime in the first business week of the new year. So we start in a "small hole" to begin with.

This year however was a bit strange, the administrative staff of VEEB usually delivers the document to us very promptly in the first week of January, and this year it was only delivered to us on January 27th. Our Clerk spent the entire day and got it all entered into the system on 1/28/18. However, on 1/31 I discovered that VEEB had listed last year's budget amount and rejected the document so the contract amount could be rectified. The document was re-entered and approved on our level on 1/31/18.

At this time the document remained at the OMB level awaiting approval, and remained there 22 days. However, during this time the VEEB Board was negotiating wording changes with the CE Administration to attempt to restore funding levels. Which contributed to the 22-day delay.

Next there was a change needed to the ECRS, and that was settled on March 9th.

Unfortunately, there was then a problem with the ECRS, on 3/26 the ECRS was updated with a request to add information to the Business History Form Question #16. All Emails from the ECRS are supposed to go to Chief Tusa **and** to his 2 assistant Chiefs, in this case the email from ECRS went only to Chief Tusa, who was on vacation, immediately upon his return, Chief Tusa acted on the email and we contacted VEEB with the request. Ms. Mary Tyler from VEEB Administration gave us the information needed and that occurred on 4/2. I have been informed that the document was updated and completed yesterday 4/3 but that put the document in too late for the April Legislative Calendar and that is why we were told it would be May.

I hope that this gives a clear picture of the events leading up to the document being in the system for the past 2 months and the efforts that were put forth to get it approved.

John J. Priest, Jr.

1st Assistant Chief
Nassau County Fire Marshal's Office
W- 516-573-9993

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM II

APRIL 9, 2018 1:00 PM RECONVENED ON APRIL 23, 2018 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-38-18	PW	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND NELSON & POPE ENGINEERS AND SURVEYORS. E-38-18
E-40-18	FC	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD. E-40-18

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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 ECONOMIC AND COMMUNITY DEVELOPMENT,

12 LABOR AND TRANSPORTATION COMMITTEE

13

14 LEGISLATOR THOMAS MCKEVITT

15 CHAIR

16

17

18 Theodore Roosevelt Building

19 1550 Franklin Avenue

20 Mineola, New York

21

22

23 April 9, 2018

24 2:44 P.M.

25

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2 A P P E A R A N C E S:

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4 LEGISLATOR TOM MCKEVITT

5 Chair

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7 LEGISLATOR JOHN FERRETTI

8 Vice Chair

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10 LEGISLATOR STEVEN RHOADS

11

12 LEGISLATOR DENISE FORD

13

14 LEGISLATOR SIELA BYNOE

15 Ranking member

16

17 LEGISLATOR ELLEN BIRNBAUM

18

19 LEGISLATOR DEBRA MULE

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1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT

2 LEGISLATOR MCKEVITT: Call the
3 economic and Community Development, Labor and
4 Transportation to order. Ask the clerk to
5 please call the roll.

6 MR. PULITZER: Thank you.
7 Legislator Debra Mule.

8 LEGISLATOR MULE: Here.

9 MR. PULITZER: Legislator Ellen
10 Birnbaum.

11 LEGISLATOR BIRNBAUM: Here.

12 MR. PULITZER: Ranking member
13 Siela Bynoe.

14 LEGISLATOR BYNOE: Here.

15 MR. PULITZER: Legislator Denise
16 Ford.

17 LEGISLATOR FORD: Here.

18 MR. PULITZER: Legislator Steven
19 Rhoads.

20 LEGISLATOR RHOADS: Present.

21 MR. PULITZER: Vice Chairman John
22 Ferretti.

23 LEGISLATOR FERRETTI: Here.

24 MR. PULITZER: Chairman Thomas
25 McKevitt.

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT

2 MR. MCKEVITT: Here.

3 MR. PULITZER: We have a quorum
4 sir.

5 LEGISLATOR MCKEVITT: We have one
6 item on the agenda, clerk item 135-18. It's
7 an ordinance to authorize the county executive
8 to execute an amendment to the contract with
9 Transdev Services for the management,
10 operation and maintenance of the Nassau County
11 bus system.

12 May I have a motion. Moved by
13 Legislator Rhoads. Seconded by Legislator
14 Birnbaum. The item is before us. Is there
15 someone from the administration on behalf of
16 the matter?

17 MS. ROTHSCHILD: Good afternoon.
18 Ken Arnold is here. He will be speaking on
19 behalf of this item. I believe he is in the
20 back in a meeting right now. He will be here.

21 LEGISLATOR MCKEVITT: We'll wait.

22 MS. PERSAUD: Sharon Persaud,
23 Department of Public Works. This item is an
24 amendment to Transdev operating and management
25 agreement with the county. It represents the

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 year 2017 operating budget that has been
3 approved, as well as an adjustment to the
4 remaining years on the contract to better
5 reflect the operating amount each year.

6 LEGISLATOR MCKEVITT: Just a
7 couple of questions to begin. Going back to
8 2017, the original, I think it was
9 approximately \$116 million. I can see already
10 that we've already allocated \$120 million for
11 2017. They will be increasing that to \$124
12 million. Would that be correct?

13 MS. PERSAUD: Yes.

14 LEGISLATOR MCKEVITT: As far as
15 the funding for the additional \$4 million, how
16 is that breaking down?

17 MS. PERSAUD: A lot of it came
18 from the New York State Department of
19 Transportation, and I believe maybe \$4 million
20 from the administration, from the county
21 system.

22 LEGISLATOR MCKEVITT: Just
23 looking at some of the backup on the material
24 and it appeared that, at least from the way
25 I'm reading it, is that approximately \$1.4

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 million from the state and \$1.5 million from
3 the county. Is that number correct or am I
4 reading this wrong?

5 MS. PERSAUD: You do have \$1.5
6 million from the county, yes, but we also
7 count in the county's match against the
8 receipt of state funding.

9 LEGISLATOR MCKEVITT: As far as
10 state funding, has that been a continued
11 regular amount or as per the state budget
12 process is that being increased to some
13 extent?

14 MS. PERSAUD: It is per the state
15 budget process, but so far we have been
16 receiving an increase of about two percent
17 each year.

18 LEGISLATOR MCKEVITT: The one
19 thing I just obviously concerned is that for
20 2017 it goes up to \$124 million. But by the
21 time we get to 2021 we're talking the initial
22 allocated amount of \$97 million up to \$144
23 million. Talking a very significant increase
24 in several years here.

25 MS. PERSAUD: That's why it needs

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 to be adjusted because that was on the
3 original contract and it represented nine
4 months of service instead of 12 months. And
5 the amounts we have been operating for to date
6 are nowhere near those numbers. It's not
7 realistic anymore.

8 LEGISLATOR MCKEVITT: Just
9 because we're on the contract regarding the
10 busing system is this contemplating any change
11 to the routes whether it's additional routes,
12 reduction of routes or are we unable to tell
13 that at this point?

14 MS. PERSAUD: We had a
15 significant reduction in 2017. That's what
16 that amount reflects, that \$124 million. But
17 if the state gives us more funding they want
18 to see routes returned.

19 LEGISLATOR MCKEVITT: Is there
20 any promise that we will get more funding from
21 the state?

22 MS. PERSAUD: No promises at this
23 time.

24 LEGISLATOR MCKEVITT: Any other
25 questions from my colleagues? Legislator

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 Bynoe.

3 LEGISLATOR BYNOE: Thank you
4 Chair. Good afternoon Sharon. Why did we
5 have the year 2020 -- actually I guess figured
6 out on a nine-month basis as opposed to an
7 annual basis for one year?

8 MS. PERSAUD: When we started out
9 in 2012 we did the budget based on the state
10 fiscal year, which is April to March. It was
11 not working out with regard to federal year on
12 a county financial system. So sometime I
13 believe in 2013 or 2014 we had a change to
14 reflect the calendar year. So the nine months
15 referenced in the original contract is no
16 longer valid.

17 LEGISLATOR BYNOE: I'm still
18 trying to figure out why we would have done it
19 on a nine-month basis as opposed to a one-year
20 basis even though we were trying to fit it in
21 to their fiscal year. I still don't
22 understand.

23 MS. PERSAUD: The fiscal year for
24 2021 based on when they initially started and
25 using a count of state calendar year, which is

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 April to March, in 2021 you would have only
3 been utilizing a state calendar of nine
4 months.

5 LEGISLATOR BYNOE: Even from year
6 to year some of these increases seem kind of
7 steep to me as well. I share the chairman's
8 sentiments. I'm going to have to spend a
9 little more time looking at the backup on
10 this, and I may have some follow-up questions
11 that would serve I think me and maybe the body
12 a little bit better if we did it offline and
13 have them answered during full leg. Is that
14 okay?

15 MS. PERSAUD: Sure.

16 LEGISLATOR BYNOE: Thank you. I
17 appreciate that.

18 LEGISLATOR MCKEVITT: Legislature
19 Birnbaum.

20 LEGISLATOR BIRNBAUM: I see that
21 it's going up each year of course. But why in
22 the year ten is it such a large increase? It
23 does seem larger than the other years. Is
24 that on the nine month basis as well?

25 MS. PERSAUD: No. It should be

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 on an annual calendar year.

3 LEGISLATOR BYNOE: That was the
4 year I was also referring to.

5 MS. PERSAUD: Year ten is on a
6 nine-month basis. Sorry.

7 LEGISLATOR BIRNBAUM: I didn't
8 know which year you were on.

9 LEGISLATOR MCKEVITT: Any further
10 questions from the members of the committee?
11 Any public comment?

12 MS. MEREDAY: First of all, I'm
13 happy to see that there is something under
14 this item, I mean under this committee,
15 because too often, and it seems there's a
16 pattern that's continuing you have these other
17 committees that get established in the
18 beginning of the year but there are no items
19 on there. That concerns me. Particularly
20 when we're talking about minority affairs,
21 veterans services, things of that nature.

22 This being a transportation item
23 I'm hoping that we can fill it a little more
24 with economic and community development. But
25 transportation is key and it's a sore point on

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT

2 Long Island. So, I am hopeful that we can
3 look at the relationship with Transdev and
4 start working a lot better, a lot smarter in
5 terms of addressing the lack of mobility for
6 our residents. Because that's one of the
7 issues that we are facing in terms of
8 providing support services or making sure that
9 the least and the underserved are getting what
10 they need.

11 Again, I appreciate the diligence
12 in looking over the numbers et cetera. But I
13 think we need to also broaden that. Because
14 we're not smart mobility for all of the insight
15 that people look to this region we are very
16 much behind the times. Our roads are in
17 terrible shape. The lack of access and
18 resources and interconnectivity with our
19 transportation makes it very difficult for our
20 residents to get around, for our young people
21 to get to jobs and things of that nature.

22 Again, I'm hoping that this body
23 will be a little bit more progressive, a
24 little bit more inclusive and think a little
25 bit more outside the box. Because the pockets

1 04-04-18 - ECONOMIC AND COMMUNITY DEVELOPMENT
2 are getting really empty with residents. If
3 we don't start changing the pattern now we're
4 just going to continue to duplicate the same
5 efforts. We can't keep taxing people and
6 increasing fees and surcharges and think
7 that's the way you do effective government and
8 community service. I wanted to make that
9 point, and I think the vigilance with regard
10 to how the money is spent that's admirable but
11 we need to think a little more outside the
12 box. Thank you.

13 LEGISLATOR MCKEVITT: Any other
14 public comment? If there is none, then all in
15 favor of passing this item signify by saying
16 aye. All against? The item passes
17 unanimously.

18 May I have a motion to adjourn.
19 Moved by Legislator Ferretti. Seconded by
20 Legislator Mule. All in favor? All against?
21 The committee is adjourned.

22 (TIME NOTED: 2:54 P.M.)
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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 11th day of
April 2018

FRANK GRAY

1

2

3 NASSAU COUNTY LEGISLATURE

4

5 RICHARD NICOLELLO

6 PRESIDING OFFICER

7

8 FINANCE COMMITTEE

9

10 LEGISLATOR HOWARD KOPEL

11 CHAIR

12

13

14 Theodore Roosevelt Building

15 1550 Franklin Avenue

16 Mineola, New York

17

18

19 April 9, 2018

20 3:20 P.M.

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2 A P P E A R A N C E S:

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4 LEGISLATOR HOWARD KOPEL

5 Chair

6

7 LEGISLATOR VINCENT MUSCARELLA

8 Vice Chair

9

10 LEGISLATOR TOM MCKEVITT

11

12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR ELLEN BIRNBAUM

15 Ranking member

16

17 LEGISLATOR ARNOLD DRUCKER

18

19 LEGISLATOR DEBRA MULE

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1 Finance 4-09-18

2 LEGISLATOR KOPEL: At this time I
3 will call the Finance Committee to order. I
4 will call the roll. I am here. Legislator
5 Muscarella.

6 LEGISLATOR MUSCARELLA: Here.

7 LEGISLATOR KOPEL: Mr. McKevitt.

8 LEGISLATOR MCKEVITT: Here.

9 LEGISLATOR KOPEL: Legislator
10 Schaefer substituting for Legislator Walker.

11 LEGISLATOR SCHAEFER: Here.

12 LEGISLATOR KOPEL: Legislator
13 Birnbaum.

14 LEGISLATOR BIRNBAUM: Here.

15 LEGISLATOR KOPEL: Legislator
16 Drucker.

17 LEGISLATOR DRUCKER: Here.

18 LEGISLATOR KOPEL: Legislator
19 Mule.

20 LEGISLATOR MULE: Here.

21 LEGISLATOR KOPEL: We have a
22 number of items today. Item 18, which is an
23 ordinance supplemental to the annual
24 appropriations ordinance emergency
25 management. Anyone here on that? First of

1 Finance 4-09-18

2 all, motion by Legislator Schaefer. Seconded
3 by Legislator Mule.

4 You are here on 100-18?

5 MR. DELANEY: Yes. Thomas
6 Delaney, Office of Emergency Management. Two
7 items I spoke about already in Public Safety.
8 100-18 is a supplemental appropriation from
9 New York State directly for \$148,789. This is
10 a no-match grant. No in-kind. We get the
11 award. That's it. There's nothing we have to
12 do except fulfill our grant obligations. Do
13 you want me to go further?

14 LEGISLATOR KOPEL: Go on.

15 MR. DELANEY: This is for our
16 Public Safety Answering Point Grant. It's
17 going to provide a backup dispatch system for
18 the fire marshal's office. We have been
19 building this out for the past couple of
20 years. We probably have one more grant cycle
21 before it's completed and it will become their
22 primarily dispatch at that time.

23 LEGISLATOR KOPEL: By the way,
24 stick around. Maybe we will call your other
25 item right away after this. Legislators any

1 Finance 4-09-18

2 questions? Any questions from the audience?

3 Hearing none, all those in favor? Any

4 opposed? The item passes unanimously. Which

5 is your other item.

6 MR. DELANEY: The second item is

7 101-18.

8 LEGISLATOR KOPEL: 101 of '18 is

9 an ordinance supplemental to annual

10 appropriations. Again emergency management.

11 And we have a motion by Legislature

12 Muscarella. Seconded by Legislator Birnbaum.

13 Yes, sir.

14 MR. DELANEY: This is a

15 supplemental appropriation for \$899,859.

16 Again from New York State. There is no match

17 or in-kind required for this grant. We are

18 using this funding to continue the build out

19 of our 700 megahertz public safety law

20 enforcement or communication system.

21 Specifically what we're doing is we're

22 rebuilding the core of the system so that even

23 if we don't migrate as quickly as we thought

24 we might have from 500 to 700 we are still

25 making viable investments.

1 Finance 4-09-18

2 LEGISLATOR KOPEL: Thank you.

3 Any questions from the legislators? Any from
4 the audience? Hearing none, all those in
5 favor? Any opposed? Thank you.

6 107 of '18 is an ordinance
7 supplemental to the annual appropriations in
8 connection with the Health Department. We
9 have a motion by Legislator McKevitt.
10 Seconded by Legislator Drucker.

11 MS. LAURAIN: Mary Ellen Laurain,
12 Department of Health. 108-18 is supplemental
13 appropriation in the amount of \$145,955 for
14 the Drinking Water Enhancement Program.

15 LEGISLATOR KOPEL: It's funded?

16 MS. LAURAIN: Through New York
17 State Department of Health. Just want to be
18 clear based on the last questioning in Health,
19 that all of the water districts in Nassau
20 County fall under. There's no private water
21 district. They are all required from Part
22 Five of the sanitary code to do their sampling
23 as we are as well.

24 LEGISLATOR KOPEL: This is fully
25 funded by the state?

1 Finance 4-09-18

2 MS. LAURAIN: Fully funded for
3 the Department of Health to conduct our
4 surveillance sampling. But none of the water
5 districts are private. There may be private
6 wells. Very few in Nassau County.

7 LEGISLATOR KOPEL: I get a
8 private bill.

9 MS. LAURAIN: You get a bill from
10 your water district. I don't know where you
11 live but I doubt that you have a private well
12 in your backyard.

13 LEGISLATOR KOPEL: It happens
14 that I do but it's not for drinking. It's
15 actually in my front yard.

16 MS. LAURAIN: Based on what
17 Legislator Delia DeRiggi-Whitton asked about
18 Port Washington that falls under the 46 public
19 water systems.

20 LEGISLATOR KOPEL: Any
21 legislative questions? Any audience? Hearing
22 none, all those in favor? Any opposed? Thank
23 you.

24 We'll just go in order. I'm not
25 calling the bond ordinances. Number 109 is an

1 Finance 4-09-18

2 ordinance supplemental to the appropriations
3 ordinance in connection with the Health
4 Department as well.

5 Motion by Legislator Mule.

6 Seconded by Legislator Muscarella. Now you're
7 up.

8 MS. LAURAIN: 109-18 is a
9 supplemental appropriation in the amount of
10 \$418,578. This is for the tuberculosis Public
11 Health Campaign Grant. It's funded by New
12 York State Department of Health and it's
13 mission is to stop the spread of tuberculosis
14 in the county.

15 LEGISLATOR KOPEL: And funding?

16 MS. LAURAIN: New York State
17 Department of Health.

18 LEGISLATOR KOPEL: Fully funded?

19 MS. LAURAIN: Correct.

20 LEGISLATOR KOPEL: Do we have
21 much tuberculosis here?

22 MS. LAURAIN: We have about 40
23 active cases a year. It pretty much stays
24 that way. We require all of our cases to be
25 on directly observed therapy, which makes a

1 Finance 4-09-18

2 big difference. We actually observe the
3 person taking their medication so that they
4 are compliant.

5 MR. KOPEL: Any legislators have
6 any questions? Yes, sir. Come on up.

7 MR. BUDNICK: John Budnick, 122
8 Von Huenfeld Street, Massapequa Park.

9 I want to inquire, is the Health
10 Department testing all of the inmates who come
11 in to the Nassau County Correctional Center,
12 whether they are there for federal, state or
13 other charges or similarly committed there
14 perhaps by the family court, are they testing
15 each and all of them with regard to
16 tuberculosis?

17 LEGISLATOR KOPEL: Good
18 question. Ms. Laurain, can you respond to
19 that please?

20 MS. LAURAIN: It's my
21 understanding that the correctional center
22 does a physical on intake. Any medical
23 provider, health care provider that has a
24 person testing positive for tuberculosis must
25 report it to the Department of Health. Then

1 Finance 4-09-18

2 what we do is we do a complete investigation
3 to see where the person spent their time,
4 whether there are contacts involved and then
5 do expand our testing to those that may have
6 had contact.

7 LEGISLATOR KOPEL: Thank you.

8 Since Legislator Muscarella didn't like my use
9 of the word audience, any other questions from
10 our fans?

11 MS. ROSE: Stacy Rose, Freeport.
12 The question again is, do you also test for,
13 is there a test for HIV, AIDS in the incoming
14 Nassau County Correctional Facility?

15 MS. LAURAIN: The correctional
16 center is here and maybe they want to comment
17 on that. Again, the same as tuberculosis.
18 Anybody who has a positive test for disease
19 that's transmissible we, again, would be
20 notified per the law and then do our contact
21 investigation.

22 MR. GOLIO: Michael Golio from
23 the sheriff's department. Just to respond to
24 that one question. The HIV test is offered to
25 all inmates upon admission. It's a consent

1 Finance 4-09-18

2 test. So they have the option.

3 LEGISLATOR KOPEL: They can opt
4 out?

5 MR. GOLIO: Yes.

6 LEGISLATOR KOPEL: Anyone else?
7 Hearing none, all those in favor? Any
8 opposed? The item passes unanimously.

9 Our next item is -- as I said, we
10 are not calling the bond ordinances today.
11 132 of '18 which supplemental to the annual
12 appropriations in connection with the Office
13 of Housing and Community Development.

14 Motion by Legislator Schaefer.
15 Seconded by Legislator Drucker.

16 MS. PETTUS: Good afternoon.
17 Kennetha Pettus Director of Housing. The
18 Office of Housing serves the low and moderate
19 income families and individuals of the
20 county. We have 28 fully grant-funded
21 employees. We have over 2600 vouchers which
22 is for Section 8, for very low income families
23 for subsidy which we serve over 3300 dependent
24 senior citizens and disabled households. Our
25 agency is 100 percent grant funded. A

1 Finance 4-09-18

2 pass-through from the federal -- from HUD to
3 New York State, who monitors us, to the
4 county.

5 LEGISLATOR KOPEL: Funding for
6 the item?

7 MS. PETTUS: HUD. 100 percent.

8 LEGISLATOR KOPEL: Thank you.

9 Legislators any questions? Any public
10 questions? Hearing none, all those in favor?
11 Any opposed? Item passes unanimously.

12 133 is an ordinance supplemental to
13 appropriations in connection with the Health
14 Department.

15 MS. LAURAIN: Mary Ellen Laurain,
16 Department of Health. 133-18 is a
17 supplemental appropriation --

18 LEGISLATOR KOPEL: Forgive me I
19 didn't ask for a motion. Legislator McKevitt
20 makes a motion. Seconded by Legislator
21 Birnbaum. Now you're up.

22 MS. LAURAIN: 133-18 is a
23 supplemental appropriation it's in the amount
24 of \$20,360. It's for the rabies program.
25 It's funded through New York State Department

1 Finance 4-09-18

2 of Health and its mission is to prevent the
3 spread of rabies in Nassau County.

4 LEGISLATOR KOPEL: Any
5 questions? Any public comment? Legislator
6 Birnbaum.

7 LEGISLATOR BIRNBAUM: Is it the
8 same program that you've done in past years,
9 Pellets for Rabid Raccoons?

10 MS. LAURAIN: We generally do
11 that in targeted areas within the county in
12 conjunction with the Department of
13 Environmental Conservation to prevent. If we
14 do get a positive raccoon, which we haven't
15 had since I think 2007, so the program has
16 been highly successful. We also do joint
17 programs with the towns to vaccinate dogs,
18 cats and ferrets. We are doing one in May, I
19 think May 5th, with the Town of North
20 Hempstead in which we vaccinate free of
21 charge.

22 LEGISLATOR BIRNBAUM: Am I to
23 understand until you have a positive test --

24 MS. LAURAIN: No. No. What I'm
25 saying is the program has been successful

1 Finance 4-09-18

2 because we have not had a positive.

3 LEGISLATOR BIRNBAUM: Is it
4 scheduled for --

5 MS. LAURAIN: I'm not sure. We
6 generally do it in the fall. So I don't have
7 that announcement yet whether the Department
8 of Agriculture and DEC. We do it with Cornell
9 University. I'm not sure what they're seeing
10 out there. We did it in the southwest part of
11 the county last fall because of raccoons being
12 found along the Queens border. So we wanted
13 to prevent the spread into our county.

14 LEGISLATOR KOPEL: Legislator
15 Schaefer.

16 LEGISLATOR SCHAEFER: Is the
17 incident of rabies every year sort of just a
18 random -- like you don't know if it's going to
19 happen? How much effort is put into
20 identifying whether or not there's going to be
21 a lot of cases year to year?

22 MR. LAURAIN: We do pick up dead
23 animals and do submit them for testing to the
24 state.

25 LEGISLATOR SCHAEFER: Where do

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2 you get them from?

3 MS. LAURAIN: Everywhere.

4 Sometimes road kill. Sometimes it's a trapper
5 who calls us who's trapped an animal and they
6 feel maybe the animal had behavior that could
7 possibly be rabid. We do get calls all the
8 time for animal bites and those animals are
9 also submitted.

10 LEGISLATOR SCHAEFER: Okay.

11 Thank you.

12 LEGISLATOR KOPEL: Anyone else?

13 Any public comment? All those in favor? Any
14 opposed? The item passes unanimously.

15 Item 135 is an ordinance to
16 authorize the county executive to execute an
17 amendment to a contract with Transdev
18 Services, Inc. for the management, operation
19 and maintenance of Nassau County bus service.

20 We have a motion by Ms. Mule.

21 Seconded by Mr. McKevitt.

22 MS. PERSAUD: Sharon Persaud,

23 Department of Public Works. This is an
24 amendment to the existing contract between

25 Transdev and the county to operate and manage

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2 the county's transit system, the Nassau County
3 Express, which reflects the year 2017 approved
4 budget as well as adjustments to the remaining
5 years on the existing contract to reflect the
6 actual operating dollars to date.

7 LEGISLATOR KOPEL: Any questions
8 from the legislators? Any public comment?
9 All those in favor? Any opposed? I'm sorry.
10 Forgive me. Legislator Drucker.

11 LEGISLATOR DRUCKER: How are
12 you? Could you tell us what we're going to be
13 getting for this additional \$4.3 million? Are
14 we going to get reinstatement of certain
15 routes that have been discontinued or at least
16 some that have been pulled back on the
17 weekends? Is the public going to be getting
18 anything more that's discernible, that's
19 obvious, with this \$4.3 million?

20 MS. PERSAUD: Due to the
21 reduction we had in service last year, the
22 monies that we are going to get this year we
23 would be not able to sort of revive most of
24 those routes but we would be able to make some
25 service adjustments in those that are existing

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2 today. You'd see some increase in service
3 hours.

4 LEGISLATOR DRUCKER: Last year
5 you were able to make do with what you had and
6 you cut back certain routes, right?

7 MS. PERSAUD: Yes.

8 LEGISLATOR DRUCKER: Now you will
9 have more money. Doesn't it stand to reason
10 you can reinstate some of the things you cut?

11 MS. PERSAUD: The amount of money
12 that we are getting to sustain the existing
13 service allows us to do just that. Otherwise
14 you would have to have had more service
15 reductions this year.

16 LEGISLATOR DRUCKER: But your
17 contract was carefully negotiated. We went
18 over this last year. It factors in, there's a
19 certain margin for profit and capitalization
20 and we went over this. There's still some
21 profit margin that Transdev gets out of this
22 and yet we give you more money and I don't see
23 what we're getting.

24 MS. PERSAUD: We are able to
25 retain the existing service that we had from

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2 2017.

3 LEGISLATOR DRUCKER: It's not so
4 consistent. It's been reduced.

5 MS. PERSAUD: It was reduced
6 based on the funding that we had to use.

7 LEGISLATOR DRUCKER: That's the
8 party line. I understand that. I would like
9 to see the residents hear some good news.
10 Like maybe with \$4.3 million we might get
11 another route that was discontinued or some
12 more frequent routes.

13 MS. PERSAUD: You would see some
14 frequencies in service. We are going to
15 increase some of the service hours. But in
16 regard to returning some of those routes that
17 we cut you wouldn't be able to see that right
18 away.

19 LEGISLATOR DRUCKER: How about
20 one? Can you do one.

21 MS. PERSAUD: What I will tell
22 you is that this amendment is for the 2017
23 year, which is already done. That's the
24 reduction. For 2018 we would be able to
25 hopefully put in some new type of services.

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2 Instead of 40 foot buses maybe use some
3 smaller buses on new routes.

4 LEGISLATOR DRUCKER: When will
5 you arrive at these conclusions?

6 MS. PERSAUD: We have the transit
7 committee meeting that's scheduled in June.
8 The state budget was just passed. So we are
9 working on making those adjustments now.

10 LEGISLATOR DRUCKER: Nothing
11 until June?

12 MS. PERSAUD: Our next service
13 started this month. April. Actually should
14 be the next week and we will be making some
15 changes then.

16 LEGISLATOR DRUCKER: You don't
17 know what they are?

18 MS. PERSAUD: I wouldn't be able
19 to tell you standing right here, no.

20 LEGISLATOR DRUCKER: When would
21 you be able to tell us?

22 MS. PERSAUD: I could get that
23 after. I will look into it.

24 LEGISLATOR DRUCKER: When can we
25 expect to find out the results of your looking

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2 into it?

3 MS. PERSAUD: I will get that
4 information for you and we can have that
5 within the next couple of weeks.

6 LEGISLATOR DRUCKER: Perhaps
7 before the next full legislative session?

8 MS. PERSAUD: Correct.

9 LEGISLATOR DRUCKER: Thank you.

10 LEGISLATOR KOPEL: Anyone else?
11 Any public comment? All those in favor? Any
12 opposed? Item passes unanimously. Thank
13 you.

14 Item 140 is a resolution to
15 transfer appropriations within the budget for
16 2018.

17 Motion by Legislator Birnbaum.
18 Seconded by Legislator Muscarella.

19 MS. DOOLEY: Good afternoon.
20 Karen Dooley, medical examiner crime lab.
21 This is a board transfer for a federal grant,
22 which is our DNA backlog reduction grant.
23 We're transferring \$20,104.41 from equipment
24 to general expenses which will be used to fund
25 additional DNA kits for the DNA laboratory.

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2 LEGISLATOR KOPEL: Legislator
3 Birnbaum.

4 LEGISLATOR BIRNBAUM: When you
5 said the word backup is there a large backup?

6 MS. DOOLEY: It's a nationwide
7 backlog reduction grant. Our current
8 turnaround time is about 58 days. The
9 national goal for these grants is to try and
10 get all labs to about 30 days turnaround time.

11 LEGISLATOR BIRNBAUM: Do you
12 think this will help speed up the timing?

13 MS. DOOLEY: Yeah. The grant has
14 always helped us. Over the years when we were
15 first here our turnaround time was over 100
16 days because we had just a few people in the
17 lab. And right now it varies between I think
18 our lowest turnaround time was about 38 days
19 and right now we're at about 60.

20 LEGISLATOR BIRNBAUM: Thank you.

21 LEGISLATOR KOPEL: How many DNA
22 samples do you need to analyze every month?

23 MS. DOOLEY: I would have to go
24 back and look at that.

25 LEGISLATOR KOPEL: An estimate?

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2 MS. DOOLEY: Quarterly we do a
3 few hundred cases a quarter.

4 LEGISLATOR KOPEL: Forgive me.
5 Educate me a little. Aren't these machines
6 relatively inexpensive these days and fast,
7 the sequencing machines?

8 MS. DOOLEY: I wouldn't say the
9 sequencing machines are inexpensive. The
10 instruments and software you're looking at six
11 figures for the instruments. The biggest
12 backlogs in any laboratory, no matter what the
13 discipline, are examinations of the evidence
14 and usually technical reviews.

15 LEGISLATOR KOPEL: You're saying
16 that the machine itself can process them much
17 more quickly than the personnel will allow for
18 just examining the output of the machines?
19 Forgive me if I'm using the wrong terminology.

20 MS. DOOLEY: In a rushed scenario
21 we can turn a case around very quickly.

22 LEGISLATOR KOPEL: Very quickly
23 is?

24 MS. DOOLEY: We get a suspect
25 sampling we can turn it around within 48

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2 hours.

3 LEGISLATOR KOPEL: 48 hours would
4 be an emergency situation? It doesn't take
5 that long to analyze something?

6 MS. DOOLEY: It does depending on
7 the type of extraction. There's the evidence
8 exam but then there are four main steps to the
9 process which is DNA extraction. Which
10 depending on the sample type that can take
11 anywhere from two hours to almost a full day.
12 If it's a sexual assault case that would take
13 a full day. We don't extract just one
14 sample. It would be multiple samples.

15 The next portion of the testing is
16 phonication. That takes about three hours.
17 Amplification takes another two and a half
18 hours. And running the instrumentation runs
19 three to four hours. Then there's analysis
20 and interpretation of results.

21 LEGISLATOR KOPEL: Thank you.
22 Anyone else? Public comment? All those in
23 favor? Any opposed? Item passes
24 unanimously.

25 Number 141 is another resolution to

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2 authorize transfer of appropriations for 2018.

3 We have a motion by Mr. McKevitt.

4 Seconded by Mr. Drucker.

5 MS. LAURAIN: Item 141-18 is a
6 board transfer. It's in the amount of
7 \$3,000. It's for a New York State grant for
8 emergency preparedness and it's to maximize
9 grant reimbursement.

10 LEGISLATOR KOPEL: Thank you.
11 Any questions? Any public comment? All those
12 in favor? Any opposed? Thank you.

13 142 is a ordinance supplemental to
14 the annual appropriations for the Health
15 Department.

16 We have a motion by Ms. Schaefer.
17 Seconded by Ms. Mule.

18 MS. LAURAIN: Item 142-18 is an
19 supplemental appropriation in the amount of
20 \$155,000. It's for HIV expanded services
21 grant. It's funded through New York State
22 Department of Health, and its purpose is to
23 get people who have tested positive for HIV
24 and may not be receiving medical care.

25 LEGISLATOR KOPEL: Any questions

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2 from the legislators? Mr. Budnick.

3 MR. BUDNICK: I know the county,
4 the Department of Housing, has a number of
5 homeless shelters. Are the people in the
6 homeless shelters being given the benefit of
7 these testings? Tuberculosis testing et
8 cetera?

9 MS. LAURAIN: I'm not sure to
10 answer that question. Again, we are the ones
11 where the positive test results are submitted
12 to us by law and then we do the follow-up. We
13 do offer testing at our office and there is
14 anonymous test sites. There are I should say.

15 LEGISLATOR KOPEL: Thank you.
16 Anybody else? All those in favor? Any
17 opposed? The item is unanimous. Thank you.

18 143 is another ordinance
19 supplemental to an ordinance for the health
20 department.

21 Have a motion by Mr. Muscarella.
22 Seconded by Mr. Drucker.

23 MS. LAURAIN: Item 143-18 is a
24 supplemental appropriation in the amount of
25 \$75,000. This is for our Sexually Transmitted

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2 Disease Program. It's funded through the
3 Department of Health and its mission is to
4 prevent the spread of STDs through
5 verification of treatment and contact
6 investigation.

7 LEGISLATOR KOPEL: Any
8 legislators? Any public comment? All those
9 in favor? Any opposed? Thank you. The item
10 passes unanimously.

11 144 is an ordinance supplemental in
12 connection with the police department.

13 And we have a motion by
14 Ms. Schaefer and seconded by Ms. Birnbaum.

15 MR. MILES: Deputy county
16 attorney Robert Miles. We don't know where
17 Greg went. Powder room.

18 LEGISLATOR KOPEL: Why don't
19 we -- Lieutenant are you all pretty now?

20 MR. STEPHANOFF: My apologies.
21 Which item was called?

22 MR. KOPEL: 144.

23 MR. STEPHANOFF: 144 is a an item
24 that appropriates \$20,000 of funds to be
25 received from the New York State through the

1 Finance 4-09-18

2 Office of Homeland Security. This \$20,000
3 will be used for exercises,
4 multijurisdictional exercise between us and
5 the state police.

6 LEGISLATOR KOPEL: Thank you.
7 Any legislators? Any public comment? All
8 those in favor? Any opposed? The item is
9 unanimous. Stay there please.

10 145 is another police department
11 ordinance, and we have a motion by Ms. Mule.
12 Seconded by Mr. McKevitt.

13 MR. STEPHANOFF: This item
14 appropriates \$50,000 in funds to be received
15 by the Office of Homeland Security also. This
16 is recurring funds used by our marine bureau.
17 We put out patrols during Memorial Day, Labor
18 Day and Fourth of July, on the heavier days,
19 to do extra enforcement. This will supplement
20 those patrols.

21 MR. KOPEL: Questions from any
22 legislators? Any public comment? Any
23 opposed? The item passes unanimously.

24 Number 160 is a resolution
25 requesting the legislature of the state of

1 Finance 4-09-18

2 New York to enact and the governor to approve
3 an act providing disability benefits for the
4 sheriffs, deputy sheriffs, undersheriffs and
5 correction officers.

6 We have a motion by Mr. Drucker.
7 Seconded by Ms. Schaefer.

8 MR. MILES: Sheriff Vera Fludd
9 will be presenting on this item. She will be
10 joined by Andy Persich from OMB.

11 LEGISLATOR KOPEL: Good afternoon
12 sheriff.

13 MS. FLUDD: Good afternoon. How
14 are you? This resolution is to make
15 disability equal for correction officers that
16 work on the outside as well as the inside.

17 MR. KOPEL: Anything else? Any
18 legislative questions? Any public comment?
19 Legislator Muscarella.

20 LEGISLATOR MUSCARELLA: We had a
21 question before in terms of what this might
22 cost the county were it to go through?

23 MR. PERSICH: My apologies because
24 I said it didn't have a fiscal impact but it
25 does. It's about \$160,000 according to the

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2 amortization schedule as proposed by the
3 state, which I didn't have in the staff
4 summary. It will be funded out of the fringe
5 benefit line because that's where it is.

6 LEGISLATOR MUSCARELLA: Thank
7 you.

8 LEGISLATOR KOPEL: I'm going to
9 put the committee in recess. We don't have to
10 vote on that. Although I did have some
11 complaints that I was taking too long for this
12 committee. We are in recess. Sorry. Vote on
13 the bill. All those in favor? Any opposed?
14 The item is unanimous. Now we are in recess.

15 (Meeting was recessed at 3:50 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 11th day of
April 2018

FRANK GRAY

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2

3

4

5

6 NASSAU COUNTY LEGISLATURE

7

8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 HEALTH AND SOCIAL SERVICES

12 COMMITTEE

13

14 LEGISLATOR ROSE MARIE WALKER

15 CHAIR

16

17

18 Theodore Roosevelt Building

19 1550 Franklin Avenue

20 Mineola, New York

21

22

23 April 9, 2018

24 2:47 P.M.

25

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2 A P P E A R A N C E S:

3

4 LEGISLATOR VINCENT MUSCARELLA

5

6 LEGISLATOR JAMES KENNEDY

7 Vice Chair

8

9 LEGISLATOR LAURA SCHAEFER

10

11 LEGISLATOR C. WILLIAM GAYLOR

12

13 LEGISLATOR DELIA DERIGGI-WHITTON

14 Ranking member

15

16 LEGISLATOR ARNOLD DRUCKER

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18 LEGISLATOR JOSHUA LAFAZAN

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1 Health and Social Services - 4-9-18

2 LEGISLATOR KENNEDY: I will call
3 the Health and Social Services Committee to
4 order. I will ask the clerk to call the roll.

5 MR. PULITZER: Thank you.
6 Legislator Joshua Lafazan.

7 LEGISLATOR LAFAZAN: Here.

8 MR. PULITZER: Legislator Arnold
9 Drucker.

10 LEGISLATOR DRUCKER: Here.

11 MR. PULITZER: Ranking member
12 Delia DeRiggi-Whitton.

13 LEGISLATOR DERIGGI-WHITTON:
14 Here.

15 MR. PULITZER: Legislator C.
16 William Gaylor III.

17 LEGISLATOR GAYLOR: Present.

18 MR. PULITZER: Legislator Laura
19 Schaefer.

20 LEGISLATOR SCHAEFER: Here.

21 MR. PULITZER: Filling in for
22 Rose Walker would be Vincent Muscarella.

23 LEGISLATOR MUSCARELLA: Here.

24 MR. PULITZER: And the temporary
25 chair would be vice chairman James Kennedy.

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2 LEGISLATOR KENNEDY: I'm here.

3 MR. PULITZER: Thank you.

4 MR. KENNEDY: We have a quorum.

5 We have five items on the agenda.

6 Clerk item numbers 108-18, 109-18, 133-18

7 142-18 and 143-18 are all ordinances

8 supplemental to the annual appropriations in

9 connection with the Health Department.

10 May I have a motion for these

11 items. Moved by Legislator Schaefer.

12 Seconded by Legislator Drucker. These items

13 are before us. Who is here to speak on these

14 items?

15 MS. LAURAIN: Mary Ellen Laurain,

16 Department of Health.

17 Item 108-18 is a supplemental

18 appropriation in the amount of \$145,955. This

19 is for the Drinking Water Enhancement Program

20 and it is funded through the New York State

21 Department of Health. The program ensures

22 that the 46 water districts in Nassau County

23 comply to part five of the New York State

24 Sanitary Code.

25 MR. KENNEDY: Any debate or

1 Health and Social Services - 4-9-18

2 discussion? Legislator.

3 LEGISLATOR DERIGGI-WHITTON: Hi.

4 How are you? We've all been very concerned
5 about this as far as things such as the Queens
6 well issue. Do you know if there's any effort
7 to have that acknowledged through this
8 process?

9 MS. LAURAIN: That's under the
10 New York State Department of DEC. It's their
11 permit. I'm not sure where that stands at
12 this point.

13 LEGISLATOR DERIGGI-WHITTON: Are
14 we going to make any attempt through our
15 testing to show any data or anything that can
16 back up our hope to have it not go forward?

17 MS. LAURAIN: We do 250,000
18 analyses a year of all of our water
19 districts. And that's all submitted to the
20 state.

21 LEGISLATOR DERIGGI-WHITTON: Is
22 it submitted to other Nassau County agencies
23 like possibly LICAP or other?

24 MS. LAURAIN: Our director of
25 environmental health does sit on LICAP. I can

1 Health and Social Services - 4-9-18

2 certainly ask him.

3 LEGISLATOR DERIGGI-WHITTON: We
4 really have to start sharing information and
5 being proactive with stuff. We have the
6 information. I think it's just not used
7 enough as far as we have a major issue coming
8 up with that, and I think possibly this type
9 of information could help. So, maybe you can
10 make an effort to share it with that agency
11 especially.

12 MS. LAURAIN: Certainly.

13 LEGISLATOR DRUCKER: To follow up
14 with Legislator DeRiggi-Whitton. Will the
15 information be shared with the local water
16 districts? We have so many different
17 independent water districts and it would be
18 very beneficial if each of them could share in
19 some of the information received from the
20 evaluations.

21 MS. LAURAIN: The water districts
22 are required to do their testing weekly and
23 they're also required to an annual report to
24 the constituents.

25 LEGISLATOR DRUCKER: Where do you

1 Health and Social Services - 4-9-18

2 foresee this data going?

3 MS. LAURAIN: The data that we
4 collect is submitted to the state.

5 LEGISLATOR DRUCKER: Just the
6 state. So you will be collaborating with the
7 state?

8 MS. LAURAIN: And the water
9 districts have to make it accessible to their
10 constituents.

11 LEGISLATOR DRUCKER: But they
12 will be getting it state not from you, the
13 county?

14 MS. LAURAIN: No. They get it
15 from their supplier through their annual water
16 survey.

17 LEGISLATOR DRUCKER: But the data
18 that you will be getting from these
19 evaluations, this specific fund, you will
20 sharing that with the state DEP?

21 MS. LAURAIN: New York State
22 Department of Health. That's who our funding
23 is through. We collect 250,000 analyses. One
24 analyses could be for a hundred different
25 items. Chemicals or e-coli or something like

1 Health and Social Services - 4-9-18

2 that.

3 LEGISLATOR DRUCKER: So this is
4 the information then that the individual water
5 districts receive at some point during the
6 course of the year that help them in what
7 they're doing for their individual supply?

8 MS. LAURAIN: No. This funds our
9 department to do our sampling and submit our
10 analyses to the state.

11 LEGISLATOR DRUCKER: How do the
12 districts get it?

13 MS. LAURAIN: The districts have
14 to do their own sampling.

15 LEGISLATOR DRUCKER: Again, it's
16 like with Legislator DeRiggi-Whitton was
17 saying. There seems to be walls of separation
18 in terms of communication and sharing of
19 information that leads to a lot of the
20 problems we have.

21 MS. LAURAIN: The LICAP, which
22 you suggested, all the different agencies do
23 meet. I can certainly have our director of
24 environmental health sit down with you and
25 discuss exactly what they do. I don't sit on

1 Health and Social Services - 4-9-18

2 those meetings.

3 LEGISLATOR DRUCKER: We need to
4 do a better job of sharing the information.

5 MS. LAURAIN: There's a lot of
6 separation between what the local Department
7 of Health and what the DEC does.

8 LEGISLATOR DRUCKER: Local
9 Department of Health meaning?

10 MS. LAURAIN: The Nassau County
11 Department of Health.

12 LEGISLATOR DRUCKER: And what DEP
13 does. Right.

14 MS. LAURAIN: DEC.

15 LEGISLATOR DRUCKER: I
16 understand. But again you're going to be
17 making evaluations. You're going to be
18 receiving data. You're reporting it to the
19 Department of Health from the state level and
20 then how does that filter down to the
21 individual district? I understand they have
22 to do their own testing but there's still an
23 overlap with the results perhaps.

24 MS. LAURAIN: All our analyses
25 are shared with the water districts. Our

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2 250,000 that we do a year is certainly
3 shared. They have to do their own. Ours is
4 really a surveillance program. The water
5 districts are required to do their own
6 sampling weekly, if not more than weekly.

7 LEGISLATOR DRUCKER: I
8 understand. I'm just talking about sharing of
9 information. That's all I'm trying to get
10 to. I understand what you're going to be
11 doing. All I'm saying is there has to be a
12 better effort from all parties to share the
13 data, share the information. We're all
14 drinking from the same aquifer. Thank you.

15 LEGISLATOR KENNEDY: Thank you.
16 Legislator Schaefer and then Legislator
17 Gaylor.

18 LEGISLATOR SCHAEFER: Sounds to
19 me like from the conversation and from what I
20 know personally that a lot of it is going
21 through the DEC. That the issues that we're
22 dealing with the volatile, the organics and
23 those compounds, that's all being dealt with
24 at the state level with the contribution from
25 the local and the county; is that correct?

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2 MS. LAURAIN: The DEC is
3 responsible for say Legislator
4 DeRiggi-Whitton's district with the freon 22.
5 Their responsibility is to determine where the
6 contamination is coming from. We often find
7 it through our regular analyses or the water
8 districts. So it could be somewhat
9 complicated as to who -- and we often do meet
10 together as agencies overlapping if you will.

11 LEGISLATOR SCHAEFER: I know
12 certainly at the RAB meetings they always have
13 the local water districts are there. The DEC
14 is there. Everybody is kind of on board
15 trying to get the same information. I
16 understand what you're saying. There's a lot
17 of different moving parts.

18 MS. LAURAIN: We usually have a
19 local representative if it's a DEC or state
20 Department of Health meeting just to be on the
21 same page and hear what they have to say and
22 assist in any way we can.

23 LEGISLATOR SCHAEFER: Thank you.

24 MR. KENNEDY: Thank you.

25 Legislator Gaylor.

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2 LEGISLATOR GAYLOR: I think I
3 heard you state in the back and forth with
4 Legislature Drucker that you do share the
5 results of your sampling with the individual
6 districts; is that correct?

7 MS. LAURAIN: Yes.

8 LEGISLATOR GAYLOR: If there's an
9 abnormal reading or high reading above a
10 certain standard that information will be
11 shared? E-coli or whatever it may be.

12 MS. LAURAIN: Immediately. We
13 would mandate that they resample. And in fact
14 we would resample. If a district say had a
15 positive hit for e-coli and it could be maybe
16 that the source was contaminated in the
17 process and it wasn't coming exactly from the
18 distribution, we would require them to
19 resample immediately, maybe provide extra
20 chlorination, whatever the situation would be,
21 and we also, the Department of Health, would
22 sample.

23 LEGISLATOR GAYLOR: You share
24 it --

25 MS. LAURAIN: Absolutely.

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2 LEGISLATOR GAYLOR: I want to
3 clarify. You do share with the water
4 districts as well as providing or affording
5 that information to the state?

6 MS. LAURAIN: All of their
7 sampling they have to submit to us. Sorry if
8 I wasn't clear.

9 MR. KENNEDY: Thank you.
10 Legislator DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON: Is
12 there any test that you do that would in any
13 way monitor salt water intrusion?

14 MS. LAURAIN: I'm not sure of
15 that. I don't believe so but I would have to
16 check.

17 LEGISLATOR DERIGGI-WHITTON: To
18 do all this testing, I wonder if there is a
19 way to include -- sounds like it's a real
20 concern since you're doing all that testing
21 anyway that there was some way we could see if
22 the level of sodium or salt water goes up it
23 would maybe be the quickest way we would know
24 about salt water intrusion is your testing.

25 MS. LAURAIN: I would have to

1 Health and Social Services - 4-9-18

2 check. I'm happy to get back to you. I just
3 have to check with the water experts. I'm not
4 totally 100 percent on that.

5 LEGISLATOR DERIGGI-WHITTON: I
6 think what Legislator Drucker was basically
7 saying is we do what 350 tests?

8 MS. LAURAIN: 250,000. That's
9 analyses. One analyses could be for many
10 different. That's what the Department of
11 Health does. The water districts do their own
12 as well.

13 LEGISLATOR DERIGGI-WHITTON: But
14 do we also cover the water districts in those
15 test or just do the public water areas?

16 MS. LAURAIN: The 46 public water
17 districts.

18 LEGISLATOR DERIGGI-WHITTON: We
19 don't go in the private water --

20 MS. LAURAIN: You mean the
21 wells? I don't know what you're asking.

22 LEGISLATOR DERIGGI-WHITTON: The
23 private water districts are the only ones
24 responsible for testing that water or does the
25 county also test the private water district?

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2 MS. LAURAIN: I don't know of any
3 private. I don't know what you're referring
4 to.

5 LEGISLATOR DERIGGI-WHITTON: The
6 private districts, the districts that test
7 their own water we just said, does the county
8 also ever test that same water?

9 MS. LAURAIN: You would have to
10 give me an example.

11 LEGISLATOR DERIGGI-WHITTON: Port
12 Washington has a private water district. Does
13 the county also check?

14 MS. LAURAIN: I would have to
15 check.

16 LEGISLATOR DERIGGI-WHITTON: I'm
17 trying to figure it out. It's not your
18 responsibility.

19 MS. LAURAIN: We ensure that the
20 water that goes into homes meets all local,
21 state and federal requirements for drinking
22 water standards.

23 LEGISLATOR DERIGGI-WHITTON: For
24 the entire county? Doesn't matter if it's
25 public or private water?

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2 MS. LAURAIN: I'm not familiar
3 with the private. I would have to look into
4 it. I'm not aware of that.

5 LEGISLATOR DRUCKER: I don't
6 know. I think I guess you like Legislator
7 Gaylor better. You answered his question. I
8 thought I asked the exact same question but I
9 got a different answer than Legislator Gaylor
10 got. All I wanted to know is, do you share
11 with the individual water districts and you
12 told him you did and with me you kind of did a
13 little well, they have to do their own
14 testing.

15 MS. LAURAIN: I wasn't clear. We
16 do the surveillance sampling. They do their
17 testing. They have to submit it to us. I'm
18 sorry if I wasn't clear.

19 LEGISLATOR DRUCKER: Maybe to
20 help myself at least and perhaps Legislator
21 DeRiggi-Whitton. Can you give us an example
22 of what public water are you testing?

23 MS. LAURAIN: The water that is
24 delivered to people's homes in Nassau County.

25 LEGISLATOR DRUCKER: But you said

1 Health and Social Services - 4-9-18

2 that -- Legislator DeRiggi-Whitton said Port
3 Washington has their own water district.

4 MS. LAURAIN: I'm not aware of
5 that.

6 LEGISLATOR DRUCKER: They are.
7 They have their own water district.

8 MS. LAURAIN: If it's a public
9 water district, the 46 that I'm aware of. I'm
10 not aware of private water districts. I would
11 really have to look into it further.

12 LEGISLATOR DRUCKER: Do you know
13 public water districts you can recite for us
14 now?

15 MS. LAURAIN: Western Nassau. I
16 don't have them all with me. I don't have the
17 46 water districts.

18 LEGISLATOR DRUCKER: I just asked
19 for one or two or three?

20 MS. LAURAIN: Western Nassau.

21 LEGISLATOR DRUCKER: Where does
22 western Nassau cover?

23 You want to get over there?

24 Thank you.

25 LEGISLATOR KENNEDY: Thank you

1 Health and Social Services - 4-9-18
2 Legislator Drucker. Any other questions? Any
3 public comment? Move on to 109-18.

4 MS. LAURAIN: 109-18 is a
5 supplemental appropriation in the amount of
6 \$418,578. It's our tuberculosis public health
7 campaign. Again, this is funded through New
8 York State Department of Health and it is to
9 protect the public from the spread of
10 tuberculosis.

11 MR. KENNEDY: Any questions? Any
12 public comment? I will move on to 133-18.

13 MS. LAURAIN: Item 133-18 is
14 supplemental appropriation in the amount of
15 \$20,360. This is for our rabies program.
16 Again, it's funded through New York State
17 Department of Health and its objective is to
18 protect the public against rabies.

19 LEGISLATOR KENNEDY: Any
20 questions? Any public comment? Move on to
21 142-18.

22 MS. LAURAIN: Item 142-18 is a
23 supplemental appropriation in the amount of
24 \$155,000. This is for our HIV Expanded
25 Services Grant. It's funded through the New

1 Health and Social Services - 4-9-18
2 York State Department of Health, and it is to
3 facilitate residents who may be affected and
4 not receiving medical care.

5 MR. KENNEDY: Any questions on
6 this item? Any public comment?

7 MS. ROSE: Stacy Rose. I'm a
8 Freeport resident. I am very concerned as
9 we're looking at our incarceration rates and
10 correctional facilities. A lot of HIV is
11 being spread to the general population from
12 our prison system. Are you seeing that? Do
13 we know what the rates are? And are we
14 looking at that through our public health
15 services?

16 MS. LAURAIN: The Department of
17 Health does reach out and we know those that
18 may be infected and out of care. We are able
19 to reach out to them and try to assist in
20 getting them into care. Of course we work
21 with the correctional facility as well. They
22 are primarily under the care of the Nassau
23 University Medical Center though.

24 MR. KENNEDY: Thank you. On to
25 the last one item, 143-18.

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2 MS. LAURAIN: Item 143 is a
3 supplemental appropriation in the amount of
4 \$75,000. This is for our sexually transmitted
5 disease program. Again, it's funded through
6 the New York State Department of Health and
7 its mission is to reduce the spread of
8 sexually transmitted diseases.

9 MR. KENNEDY: Any questions from
10 the legislators? Any public comment?

11 MS. MEREDAY: I'm just curious as
12 to where is the reporting or benchmarks as far
13 as the success of any of these programs? How
14 well are they doing? How well have they
15 eradicated the situation? How well have they
16 increased education, awareness, prevention?
17 Who actually gets those reports? Do any of
18 you have actually have those reports that you
19 can speak on the success of these issues? I
20 didn't even do the quick add but this is just
21 under a million dollars. This is some serious
22 money that we are putting out, and I was just
23 a little disappointed that I didn't want to
24 make any assumptions that you already have the
25 information and didn't want the rest of us to

1 Health and Social Services - 4-9-18
2 know, but I was a little disappointed no one
3 asked any questions about the success rates or
4 program milestones that have been achieved
5 with any of these programs. So I am asking
6 the question.

7 So if there is a report, if there
8 is an update, if there is some success story,
9 testimonial, cricket press, something, that
10 would be very interesting for those of us to
11 know.

12 And also, have we looked at again
13 how we are informing the public? Do we know
14 what key areas or locations that are
15 impacted? Are those areas getting an increase
16 in the resources? I'm sorry, again, you are
17 the stewards of our funding. If you're not
18 asking the questions, you make the decisions,
19 why can you then try to come back when
20 questions are coming to you from the media
21 about why a program didn't work or why a
22 particular community has been overlooked?
23 Hello? That's my story and I'm sticking to
24 it.

25 MR. KENNEDY: Thank you. All

1 Health and Social Services - 4-9-18
2 those in favor of passing these items please
3 signify by saying aye. Any opposed? Thank
4 you. These items pass unanimously.

5 There is no other business in front
6 of this committee. May I have a motion to
7 adjourn. Moved by Legislator Gaylor.
8 Seconded by Legislator DeRiggi-Whitton. All
9 those in favor of adjournment? Thank you. We
10 are now adjourned.

11 (TIME NOTED: 3:17 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 11th day of
April 2018

FRANK GRAY

1

2

3 NASSAU COUNTY LEGISLATURE

4

5 RICHARD NICOLELLO

6 PRESIDING OFFICER

7

8 PUBLIC SAFETY COMMITTEE

9

10 LEGISLATOR DENISE FORD

11 CHAIR

12

13

14 Theodore Roosevelt Building

15 1550 Franklin Avenue

16 Mineola, New York

17

18

19 April 9, 2018

20 2:16 P.M.

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2 A P P E A R A N C E S:

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4 LEGISLATOR DENISE FORD

5 Chair

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7 LEGISLATOR STEVEN RHOADS

8 Vice Chair

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10 LEGISLATOR VINCENT MUSCARELLA

11

12 LEGISLATOR JOHN FERRETTI

13

14 LEGISLATOR DELIA DERIGGI-WHITTON

15 Ranking member

16

17 LEGISLATOR SIELA BYNOE

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19 LEGISLATOR DEBRA MULE

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1 Public Safety - 4-9-18

2 LEGISLATOR FORD: Good
3 afternoon. I would like to call the Public
4 Safety Committee to order and ask the clerk to
5 do the roll call.

6 MR. PULITZER: Thank you madam
7 chairwoman. Legislator Debra Mule.

8 LEGISLATOR MULE: Here.

9 MR. PULITZER: Legislator Siela
10 Bynoe.

11 LEGISLATOR BYNOE: Here.

12 MR. PULITZER: Ranking member
13 Delia DeRiggi-Whitton.

14 LEGISLATOR DERIGGI-WHITTON:
15 Here.

16 MR. PULITZER: Legislator John
17 Ferretti.

18 LEGISLATOR FERRETTI: Here.

19 MR. PULITZER: Legislator Vincent
20 Muscarella.

21 LEGISLATOR MUSCARELLA: Here.

22 MR. PULITZER: Vice chairman
23 Steven Rhoads.

24 LEGISLATOR RHOADS: Present.

25 MR. PULITZER: Chairwoman Denise

1 Public Safety - 4-9-18

2 Ford.

3 LEGISLATOR FORD: Here.

4 MR. PULITZER: We have a quorum
5 ma'am.

6 LEGISLATOR FORD: Thank you very
7 much there are six items on the agenda today
8 which are clerk items 100-18, 101-18, 134-18,
9 144-18, 145-18 and 160-18.

10 Clerk items numbers 100-18 and
11 101-18 are ordinances supplemental to the
12 annual appropriations ordinance in connection
13 with the Office of Emergency Management.

14 May I have a motion. Moved by
15 Legislator Rhoads. Seconded by Legislator
16 Mule the items are before us.

17 Who is here from the administration
18 to speak?

19 MR. DELANEY: Tom Delaney,
20 Emergency Management.

21 On item 100-18, this is a
22 supplemental appropriation for \$148,789. It's
23 New York State funding. This is for what's
24 called our Public Safety Answering Point, or
25 PSAP grant. This money is being used by fire

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2 marshal's office to continue the buildout of a
3 redundant dispatch system which will
4 eventually become their primary system. The
5 current system they have right now is very
6 antiquated and this buildout has been
7 continuing now for the past several years and
8 they're almost to the point where the backup
9 is going to become their main system.

10 LEGISLATOR FORD: Then what would
11 they do for backup. Would they be able to
12 update what they're using now as a backup?

13 MR. DELANEY: What they're using
14 currently is their primary system is
15 antiquated and no longer serviceable. They're
16 probably just going to decommission that and
17 might look at what we're going to be using as
18 a new backup system.

19 LEGISLATOR FORD: I guess because
20 it would be warranted considering to make sure
21 we have redundancy. Especially with emergency
22 management.

23 MR. DELANEY: Correct. And it
24 also might be where that backup system might
25 be located. We might want to have another hot

1 Public Safety - 4-9-18

2 site.

3 LEGISLATOR FORD: Thank you. Any
4 questions? Legislator Bynoe.

5 LEGISLATOR BYNOE: Thank you
6 chairwoman. Good afternoon. Will this be the
7 final piece to the puzzle?

8 MR. DELANEY: No. This is an
9 ongoing grant that we've been applying for
10 every year. New York State makes available
11 several grants targeted to specific purposes,
12 and we make sure we apply to every one of them
13 every year.

14 LEGISLATOR BYNOE: What would be
15 the time line for us to get to the final end
16 product where we can abandon the old system?

17 MR. DELANEY: Next year's grant.

18 LEGISLATOR BYNOE: Very good.
19 Thank you.

20 LEGISLATOR FORD: Just on this
21 one, any public discussion? No?

22 How about 101-18.

23 MR. DELANEY: On 101-18 this is
24 another grant from New York State for
25 \$899,849. One thing I failed to mention on

1 Public Safety - 4-9-18

2 the prior item, along with this item, there is
3 no cost match on these. This is just money
4 coming directly to the county. We don't have
5 to provide any in-kind or anything to receive
6 these awards.

7 This grant is for interoperatable
8 communication, and what it's being used for is
9 our public safety, our law enforcement systems
10 are migrating from a 500 megahertz system to a
11 700 megahertz system. But this will also
12 allow a rebuild of the core. So that even if
13 we stay on the 500 system longer than
14 anticipated we're still replacing outdated,
15 unserviceable items with newer items that have
16 compatibility to work with both the 500 and
17 700 systems.

18 LEGISLATOR FORD: These types of
19 communication devices are they issued -- like
20 this would be I guess with fire services,
21 police services. Would it also incorporate
22 public safety as well? The public safety
23 division?

24 MR. DELANEY: The main concept of
25 this is to be able to build out our system and

1 Public Safety - 4-9-18
2 create interoperability. It's up to county
3 agencies whether or not they want to provide
4 other agencies with the communication
5 devices. It's up to law enforcement to
6 provide radios. This grant does not allow for
7 what we call subscriber equipment. Just for
8 portable radios.

9 LEGISLATOR FORD: Because I know
10 it's important, especially like if we have
11 natural disasters, not only within the county
12 agencies to communicate with one another, but
13 is this also the same type of frequency that
14 other agencies outside of Nassau County would
15 be using as well? That they would be able to
16 communicate?

17 MR. DELANEY: They technically
18 could should we have that patching capability
19 to be able to do that. It does exist.

20 LEGISLATOR FORD: Thank you. Any
21 debate or discussion from the legislators?
22 Any public comment? Thank you.

23 MS. MEREDAY: I'm concerned about
24 the interoperability aspect of it because we
25 don't seem to be that well connected to our

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2 extensive services or community service
3 organizations particularly in times of crisis
4 or emergency. That poses a problem when you
5 will notice that our fire and police officers
6 do an outstanding job, not taking anything
7 away from that, but generally in many crises
8 and disasters the neighbor is the first person
9 that can get to their neighbor because they
10 know what that situation is. But in many
11 cases when we don't have electricity, whether
12 you have the access to give someone the
13 information during a press conference, there's
14 may residents that are already out of power
15 and they have no way of getting that
16 information, something like these types of
17 radios or systems that are portable and can be
18 used we need to do a better job. Particularly
19 coming from the standpoint of being in a
20 vulnerable environment. And I know as
21 FEMA-trained and a 9-11 first responder, that
22 we are behind the eight ball and do really
23 need to get better prepared so we're not
24 trying to fix the problem after the horse has
25 already left the barn so to speak.

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2 I'm curious as to what the full
3 extent of this grant and the capabilities it
4 can provide for residents in auxiliary
5 organizations community groups, faith-based
6 organizations can work together to better
7 address and better protect the needs of our
8 residents. Particularly those who are the
9 most vulnerable. Our young people, our
10 seniors, older veterans, those with disability
11 et cetera. I'm trying to put it on the table
12 while the weather is relatively clear before
13 we get into hurricane season and we have to
14 deal with yet another nor'easter, because some
15 of our communities are dealing with dead trees
16 that are about to fall on homes and things of
17 that nature. I'm hoping that we can be more
18 proactive before we have to deal with any more
19 tragedies or loss of life. Thank you.

20 LEGISLATOR FORD: Thank you very
21 much. But I believe this grant is strictly
22 for our responders. But that being said, I
23 think moving forward, it would be something,
24 you're right, we need to make sure that our
25 communities are somehow connected to vital

1 Public Safety - 4-9-18
2 information that we need. We said that after
3 Sandy when our communities were literally cut
4 off and nobody knew what was going on. The
5 method of communication didn't really always
6 fulfill what was needed.

7 But I think then what you're saying
8 that we look at our various departments to
9 make sure they do have those certain radios
10 that can communicate on this 700 megahertz
11 system, right?

12 MR. DELANEY: It's a new system.
13 It currently isn't operatable yet. The
14 problem is we need to get off the 500
15 megahertz system because they want to sell
16 that spectrum. That's why there's interest to
17 move to 700. It's a long story. But there's
18 a lot of pushback about getting off the 500 at
19 this point.

20 Bottom line is we are rebuilding
21 the core that both systems would use. It's a
22 public safety upgrade. It's not for like any
23 normal public communications. The Office of
24 Emergency Management is working other
25 initiatives to increase our public

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2 notification during a disaster or other
3 instances.

4 LEGISLATOR FORD: That's
5 definitely will be something, moving forward,
6 we're going to be looking at, the aftermath of
7 basically disasters and focusing on Sandy
8 moving forward. What do we need to do in the
9 legislature to ensure that we work with things
10 that work and fix the things that didn't
11 work.

12 One of the issues that I have
13 living in a community that was devastated by
14 Sandy, communications was very, very
15 important. The fact is that there was no game
16 plan so to speak to be able to disseminate the
17 information. A lot of people were basically,
18 hate to say it, lived in the dark for too
19 long.

20 I thank you Mereday for bringing
21 that up because that is going to be something
22 that will be a focus on our hearings.

23 Thank you very much sir.

24 All those in favor of passing these
25 items please signify by saying aye. Any

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2 opposed? These items pass unanimously.

3 Clerk item 134-18 is a resolution
4 to establish a standing reward for information
5 leading to the arrest and prosecution of drug
6 dealers in Nassau County to be funded
7 utilizing the asset forfeiture funds of the
8 police department.

9 May I have a motion. Moved by
10 Legislator Rhoads. Seconded by Legislator
11 Ferretti. The item is before us.

12 As indicated by its title, this
13 resolution establishes a standing reward of up
14 to \$5,000 to individuals who provide tips to
15 Crimestoppers that lead to the arrest and
16 conviction of drug dealers in Nassau County.
17 The reward will be allocated by the police
18 commissioner and funded by forfeiture funds.
19 With the input of the administration, it is
20 intention to submit an amendment in the nature
21 of a substitute for the meeting of the full
22 legislature on Monday, April 23, 2018. Any
23 questions? Yes.

24 LEGISLATOR DERIGGI-WHITTON:

25 Thank you. Is this going to be like what they

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2 say sometimes with some of the other
3 conditions like this that it's based on the
4 conviction or is it just the arrest?

5 LEGISLATOR FORD: Arrest and
6 conviction.

7 LEGISLATOR DERIGGI-WHITTON: I
8 don't see it saying that. Believe me, I, of
9 course, support it. Do you know if we should
10 put a certain amount aside? It says up to
11 \$5,000 per incident. Do you have any idea how
12 many times we might use it? Should we budget
13 for it? Actually Siela is going to jump in.

14 LEGISLATOR BYNOE: It actually
15 doesn't say per incident or per arrest and
16 conviction. Not based on what I've read in
17 the summary. It appears to say that the
18 resolution shall require Nassau County police
19 commissioner upon the agreement of Nassau
20 County Crimestoppers to annually allocate up
21 to \$5,000. Is that per arrest and conviction
22 or is it just total of \$5,000 annually?

23 LEGISLATOR FERRETTI: Legislator
24 Bynoe, I'm not sure I'm following your
25 question.

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2 LEGISLATOR BYNOE: In the summary
3 that we received, not the actual item, I just
4 asked for the item, but in the summary it
5 states that they're asking that Nassau County
6 commissioner, upon agreement with Nassau
7 County Crimestoppers, to annually allocate up
8 to \$5,000. And so I'm asking whether it's
9 \$5,000 annually as a total or per?

10 LEGISLATOR FERRETTI: Now that
11 you're saying it's from the summary I think I
12 understand because I'm reading the actual
13 legislation and it says shall allocate Nassau
14 County Crimestoppers annually from Nassau
15 County sheriff federally seized forfeiture
16 funds amounts sufficient to fund a standing
17 reward of up to \$5,000 for information leading
18 to an arrest and conviction.

19 LEGISLATOR BYNOE: So this is per
20 arrest? That's the answer?

21 LEGISLATOR FERRETTI: Correct.

22 LEGISLATOR BYNOE: We've already
23 decided it was based on conviction. Here it
24 says annually. At some point I think we may
25 be better served if we clean that up a little

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2 bit. Then my question is, do we understand
3 the financial impacts for this? For the
4 financial forfeiture fund is not unlimited. I
5 would surmise we should be figuring out what
6 we think this would be required annually for
7 them to contribute towards this initiative.

8 LEGISLATOR FORD: Legislator
9 Bynoe, according to our counsel, we are
10 working with the administration to clean up
11 some of this, to some of the limitations so
12 that it will come before the full leg. I
13 understand what you mean. It's like if we
14 have -- I mean we're looking at maybe up to
15 \$5,000 for arrest and conviction of a drug
16 dealer. But we may find out all of a sudden
17 like we're going to get 20 people calling in
18 on drug dealers and all 20 of them lead to the
19 arrest and conviction. So we're talking about
20 a large amount of money. So we need to make
21 sure that if we're going to offer this reward
22 that we have the funds to stand behind it for
23 the people to get paid. Because then we're
24 going to be shooting ourselves in the foot so
25 to speak. If they're doing this and putting

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2 themselves out there and not getting the
3 rewards it's not going to be a successful
4 program.

5 I think that we need to make sure
6 that we clarify that we make that quite clear
7 in this legislation that the funding will be
8 there regardless of how many notices we get
9 from different people.

10 LEGISLATOR BYNOE: That's right.
11 That's the one piece that we need to look at,
12 the financial impact. The other is that it
13 does say resolved, in the final part of your
14 resolution, that it's an annual contribution
15 of \$5,000. Just to clear it up so that we all
16 know what we're doing.

17 LEGISLATOR FORD: I know what you
18 mean. At first, to me, it sounded like we
19 would give the amount of funds would be set
20 aside for that to fund this. But I guess if
21 it is sufficient to fund a standing reward
22 that standing reward sort of makes it sound
23 like we're going to limit it to \$5,000 a
24 year. Thank you very much. I think the
25 changes will be made but we will pass this

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2 through.

3 Any other comments? Questions?

4 Any public comment? Sorry, I didn't mean to
5 cut you off.

6 LEGISLATOR BYNOE: You didn't. I
7 was reminded that I have another question.
8 Also, this could yield a lot of phone calls.
9 Administratively I want to make sure we will
10 be in a proper position to receive that kind
11 of information and we will have the support
12 staff to take the calls and make sure we
13 dispatch the information to the police
14 department timely.

15 LEGISLATOR FORD: Thank you.
16 Legislator Ferretti.

17 LEGISLATOR FERRETTI:
18 Commissioner Ryder is fully on board with this
19 and has represented that these calls will be
20 going to the police department and he has
21 sufficient staffing to handle it.

22 LEGISLATOR FORD: I think also,
23 because there was a was good point brought up,
24 to make sure that when the calls come in they
25 are aware of the fact that this is something

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2 new and they handle the calls properly and
3 direct them to the right personnel. Thank
4 you. Okay.

5 MS. MEREDAY: Yes. With regard
6 to this resolution I would be concerned with
7 the number of questions and issues that were
8 brought up here to have this kind of passed
9 through to the full leg because this is
10 basically you giving a recommendation on a
11 faulty resolution. Albeit an important one.
12 That recommendation that you're moving it
13 today and forwarding it on with the
14 expectation that the changes will be made does
15 not give me much of a level of confidence to
16 be honest.

17 Again, it is too vague in terms of
18 the standing reward. Standing generally means
19 that there is a consistent amount.

20 Drug dealers. What type of drugs
21 are we talking about? What level of
22 classification? Why aren't we not addressing
23 it from the distribution standpoint as well?
24 If you're going to stem the tide, clearly we
25 have not done a great job of that. And then

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2 you can have maybe one individual who can
3 basically just be turning people in just so
4 they can get the reward and remove their own
5 competition. Again, you have to look at these
6 types of things from all perspectives and you
7 have to make sure all the holes are sealed
8 up.

9 And I am concerned, as with
10 Legislator Bynoe's point, about an annual
11 allocation of \$5,000 means a one-shot cost of
12 \$5,000. So are you saying each case is
13 \$5,000? Are you just going to give \$150?
14 Again, there are too many holes in this cheese
15 that I feel it should not be kind of sliced up
16 and put on the sandwich that the taxpayers are
17 going to have to eat down the road. That's
18 just my comment with regard to this.

19 LEGISLATOR FORD: It's up to
20 \$5,000 for arrest and conviction. It's from
21 drug forfeiture funding. The police
22 commissioner is on board with this and our
23 counsel have been meeting with him to discuss
24 this. I think we just want to clarify that
25 just to make sure because it is misleading to

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2 a certain degree when you look at the standard
3 of up to \$5,000 annually. It's just for each
4 conviction. If there's ten convictions --

5 MS. MEREDAY: And drug dealers of
6 what drug? You need to be specific. We can't
7 think when it comes down to money and you're
8 dealing with this type of scenario. It needs
9 to be specific. All the T's need to be
10 crossed and the I's need to be dotted. Thank
11 you.

12 LEGISLATOR FORD: All those in
13 favor of passing this item please signify by
14 saying aye. Opposed? Item passes
15 unanimously.

16 The clerk items 144-18 and 145-18
17 are ordinances supplemental to the annual
18 appropriations ordinance in connection with
19 the police department.

20 May I have a motion. Moved by
21 Legislator Muscarella. Seconded by Legislator
22 Mule. The items are before us. Who from the
23 administration is here to speak about this?

24 MR. STEPHANOFF: Good afternoon
25 Lieutenant Greg Stephanoff.

1 Public Safety - 4-9-18

2 Item 144-18 this item appropriates
3 \$20,000 in funds from the New York State
4 Office of Homeland Security and provides law
5 enforcement agencies with resources. This
6 \$20,000 will be used for training. There will
7 be multijurisdictional exercise that will be
8 conducted with the New York State Police in
9 regard to homeland security.

10 LEGISLATOR FORD: Any debate or
11 discussion? Any public comment?

12 What about now 145-18.

13 MR. STEPHANOFF: 145-18 this item
14 appropriates \$50,000 in funds to receive from
15 New York State Office of Homeland Security for
16 our Marine Bureau. This is recurring funds
17 that we get. We use this during Memorial Day
18 and Labor Day for extra patrols and we also
19 partner with open waters that we patrol. It
20 offers some relief to us for what we do during
21 those holidays.

22 LEGISLATOR FORD: It can get
23 crazy out there. Thank God we have this. Any
24 debate or discussion? Any public comment?
25 No? All those in favor of passing these items

1 Public Safety - 4-9-18

2 please signify by saying aye. Any opposed?

3 The items pass unanimously. Thank you very
4 much.

5 Clerk item 160-18 is a resolution
6 requesting the legislature of the state of
7 New York to enact and the governor to approve
8 an act providing disability benefits for
9 sheriffs, deputy sheriffs, undersheriffs and
10 correction officers.

11 May I have a motion? Moved by
12 Legislator Muscarella. Seconded by Legislator
13 Ferretti. The item is before us. Who from
14 the administration is here to speak about it?
15 Good afternoon.

16 MS. ROTHSCILD: Sheriff Fludd
17 will be here to speak on this item.

18 MS. FLUDD: Good afternoon.

19 LEGISLATOR FORD: By the way,
20 congratulations. I wasn't here, I was away,
21 so I didn't get the opportunity to
22 congratulate you on your appointment and here
23 you are.

24 MS. FLUDD: Thank you so much.
25 This resolution is going to protect officers

1 Public Safety - 4-9-18

2 who are on the outside working the perimeter
3 and give them the same disability benefits as
4 the ones on the inside.

5 LEGISLATOR FORD: I know that
6 this has been an issue that we've been trying
7 to get passed, especially in the New York
8 State level, for a couple of years now. Thank
9 you very much for once again helping to
10 introduce this, and hopefully this time we
11 will see a positive vote. I know that the
12 Senate and Assembly both voted for it
13 unanimously. I'm hoping that this year the
14 governor will join with all of us who do
15 support this bill.

16 I know that you're aware of what
17 can happen, especially in our correctional
18 facilities. It's something when they get
19 covered what happens on the job, but sometimes
20 when people do come to visit we need to make
21 sure that we ensure the safety and health and
22 welfare of all of those who work within the
23 jail facility.

24 Are there any public comments?

25 LEGISLATOR DERIGGI-WHITTON: Hi.

1 Public Safety - 4-9-18

2 Congratulations also. Very happy for you and
3 for us. I just noticed, we're talking about
4 the funding, first of all, I support this. I
5 think we all support this for quite a while
6 and happy to see it move forward. But like as
7 a little housekeeping maybe, on the backup
8 it's still saying that there is no impact on
9 funding as stated as far as the cost. If you
10 could just take a look. I'm fine to pass this
11 through but before we go to full leg we should
12 look at that page in the backup. I think
13 that's from the year before. It might have
14 carried over. It just doesn't make sense.

15 Actually OMB should probably be the
16 ones to help with the funding. We're going to
17 allow it to go through today but before full
18 leg it should be addressed and we need the
19 line from which it will be paid through.

20 MR. MILES: Deputy county
21 attorney Robert Miles. We will be getting
22 that information for you from Andy.

23 LEGISLATOR FORD: Legislator
24 Bynoe?

25 LEGISLATOR BYNOE: No.

1 Public Safety - 4-9-18

2 LEGISLATOR FORD: Anyone else?

3 Any public comment? No? Okay. All those in
4 favor of passing this item please signify by
5 saying aye. Any opposed? The items pass
6 unanimously.

7 There is no other business in front
8 of this committee. May I have a motion to
9 adjourn. Moved by Legislator Rhoads.
10 Seconded by Legislator Mule. All those in
11 favor? This committee is now adjourned.
12 Thank you.

13 (TIME NOTED: 2:43 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 11th day of
April 2018

FRANK GRAY

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5

6 NASSAU COUNTY LEGISLATURE

7

8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

12

13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

15

16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

20

21

22 April 9, 2018

23 2:09 P.M.

24

25

1

2 A P P E A R A N C E S:

3

4 LEGISLATOR RICHARD NICOLELLO

5 Chair

6

7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

9

10 LEGISLATOR STEVEN RHOADS

11

12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

16

17 LEGISLATOR DELIA DERIGGI-WHITTON

18

19 LEGISLATOR SIELA BYNOE

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1 Rules - 4-9-18

2 LEGISLATOR NICOLELLO: I would
3 like to call the Rules Committee to order and
4 ask that Mr. Pulitzer call the roll. Before
5 we do that we are going to have the pledge of
6 allegiance and ask our colleague, Legislator
7 Gaylor, to lead us in the pledge.

8 (Pledge of Allegiance was
9 recited.)

10 LEGISLATOR NICOLELLO: Thank you
11 Mr. Pulitzer.

12 MR. PULITZER: Thank you
13 Mr. Nicolello. Roll call Rules Committee.
14 Legislator Siela Bynoe.

15 LEGISLATOR BYNOE: Here.

16 MR. PULITZER: Delia
17 DeRiggi-Whitton.

18 LEGISLATOR DERIGGI-WHITTON:
19 Here.

20 MR. PULITZER: Ranking member
21 Kevan Abrahams.

22 LEGISLATOR ABRAHAMS: Here.

23 MR. PULITZER: Legislator Laura
24 Schaefer.

25 LEGISLATOR SCHAEFER: Here.

1 Rules - 4-9-18

2 MR. PULITZER: Steven Rhoads.

3 LEGISLATOR RHOADS: Present.

4 MR. PULITZER: Vice chairman

5 Howard Kopel.

6 LEGISLATOR KOPEL: Here.

7 MR. PULITZER: Chairman Richard

8 Nicolello.

9 LEGISLATOR NICOLELLO: Here.

10 MR. PULITZER: We have a quorum

11 sir.

12 LEGISLATOR NICOLELLO: Legislator

13 Rhoads is out now speaking to Mr. Malloy and

14 several members from the Fire Commission I

15 believe are here on the VEEB contract. But I

16 think, as Steve has been explaining, because

17 of when it was submitted to the legislature

18 our rules prohibit it from being heard today.

19 It's our intention is to put it on the full

20 legislative -- not the full legislative

21 calendar. We will call the Rules Committee

22 meeting in two weeks and consider the contract

23 at that time.

24 Having said that, the first item is

25 going to be contract A-6 of 2018. These

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2 following contracts will be A contracts, which
3 involve authorizing the director of purchasing
4 to award and execute contracts on behalf of
5 various county departments and agencies.

6 A-6 is a resolution authorizing the
7 director of Nassau County Office of Purchasing
8 to award and execute a contract between the
9 County of Nassau acting on behalf of Nassau
10 County Department of Public Works and Heinrich
11 Equipment Co., Inc.

12 Moved by Legislator Schaefer.

13 Seconded by Legislator Kopel.

14 MR. ARNOLD: Ken Arnold, Public
15 Works. A-6 is a blank order contract for
16 Heinrich. Heinrich is our tank monitoring
17 system contractor. Both the alarm systems and
18 to maintain them.

19 LEGISLATOR NICOLELLO: Any
20 questions for Mr. Arnold? Any public
21 comment? All those in favor signify by saying
22 aye. Those opposed? That item carries
23 unanimously.

24 I'm going to go a little bit out of
25 order. Mr. Malloy has requested that he be

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2 able to speak with request to the VEEB
3 contract. Since there are four members of the
4 fire commission here I will give them the
5 ability to just address us briefly on that.
6 Again, we will be taking it up in two weeks.

7 MR. MALLOY: Philip Malloy,
8 president of VEEB, Vocational Education
9 Extension Board. I brought with me my
10 division heads from all the areas within the
11 fire department training. We go through this
12 each year, and is there a way that the
13 legislature could come up with giving us a
14 multiyear contract so we don't have to do this
15 each year? We are into April. I borrowed all
16 the money I can borrow from all over the
17 place. We haven't paid our health insurance.
18 I haven't paid my rent on the buildings. It's
19 just not fair that we do this every single
20 year. You can see my face. Every year I'm
21 here. If we had a multiyear contract at least
22 we would be working on the next contract
23 before that contract was over.

24 We are a contract agency, which I
25 really don't understand why. We do all the

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2 training. We're the only ones that do the
3 fire training and we do the education
4 department as well as our EMS training that we
5 do in the county for all our volunteer fire
6 fighters and we also do it for hospitals and
7 nursing homes. Whoever needs the training we
8 take and do that.

9 If there's a way that the leg can
10 come up with a multiyear contract so that we
11 don't have to go through this each year. I'm
12 at the point right now we're at the point
13 where we're going to close the fire academy if
14 I do not get funding. I have one more pay
15 period left of funding left that I can do and
16 I took and borrowed that money from everywhere
17 I can in order to get payroll for these
18 gentlemen that are full time. It's just not
19 fair that we have to do this each year.

20 If there's a way that we can come
21 up with some multiyear contract or something
22 that we can work on the contract the year
23 before it comes up so we're not at this point
24 I would really appreciate that. I've spoken
25 to many of you. I know Steve Rhoads has been

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2 a big help communicating some of this stuff
3 back and forth. But if there is a way we can
4 work this out I would really appreciate that.
5 The 23rd we're really pushing it to the 23rd.

6 LEGISLATOR NICOLELLO: Thank
7 you. That's a point well taken. It is,
8 unfortunately, a common problem with the
9 county. We will most definitely be pursuing
10 that with the administration in urging that as
11 a course of action. We do not initiate the
12 contracts though. By law they are initiated
13 by the administration and come to us for
14 approval. So we will definitely work with the
15 administration. It makes a lot of sense. We
16 don't want to see the stresses that are
17 resulting from the delays. And we appreciate,
18 every one of us appreciates, the incredible
19 job that you do training our fire fighters and
20 emergency responders. It's something that we
21 will certainly explore going forward. And
22 Legislator Rhoads, as you know is a volunteer
23 fire fighter, will certainly take the lead on
24 this to see if we can get this in place for
25 future years. Thank you very much.

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2 MR. MALLOY: Thank you very much.

3 LEGISLATOR NICOLELLO: Thank
4 you. Contract item A-30 2018 is a resolution
5 authorizing the director of Nassau County
6 Office of Purchasing to award and execute a
7 contract between the county of Nassau, acting
8 on behalf of the County Department of
9 Assessment, and Michael Haberman Associates,
10 Inc.

11 Moved by Legislator Bynoe.

12 Seconded by Legislator Rhoads.

13 MR. CORTE: Steven Corte. The
14 contract for which we seek your approval is to
15 obtain a substitute computer program that the
16 Department of Assessment requires to replace a
17 program that no longer is available to us.

18 The purpose of this program is to
19 create what we refer to as a CMA report --
20 also known as a Comparative Market Analysis --
21 which is a standard report used by SCAR staff
22 to make the appropriate presentation in
23 supreme court to defend our values at SCAR
24 hearings.

25 The person who created and

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2 maintained this program in the past retired at
3 the end of 2017 and a replacement program is
4 now needed to provide SCAR staff with those
5 CMA reports. Which are necessary and required
6 by the courts to defend our values.

7 Unfortunately, due to the lack of
8 personnel, Department of Assessment had only
9 one person available to run and to maintain
10 this program. Which he did with the aid and
11 assistance of IT personnel. Now with this
12 person having retired, the department is in
13 immediate need of a substitute program for the
14 beginning of the 2018 SCAR season. The first
15 SCAR calendar starting approximately the first
16 week of May. Given the short span of time
17 available Department of Assessment does not
18 have sufficient time or expertise to develop a
19 substitute program on its own. Even with the
20 assistance of IT this would not have been
21 possible in the time allotted.

22 The program being sought is one
23 that this particular vendor has been using for
24 several years to defend SCAR cases for the
25 villages and the Suffolk County townships that

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2 they represent.

3 By using a developed program such
4 as this, the Department of Assessment no
5 longer requires its own personnel to develop
6 and maintain such a program. And instead of
7 one person maintaining the program during the
8 SCAR season, all those involved in the SCAR
9 process will be able to maintain their own
10 calendar. Thus moving this process along
11 internally much faster.

12 This program will also give each
13 tax specialist the ability to review and
14 modify each case individually at a much faster
15 pace and with a greater degree of accuracy.

16 We are requesting that the
17 legislature approve this contract today so
18 that we may begin the preparation of this
19 process as quickly as possible, which will
20 require us to work with the vendor to begin
21 the downloading of inventory, sales data and
22 to review and modify any other components that
23 are typically used in the valuation process.
24 I thank you and I would entertain any
25 questions at this time.

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2 LEGISLATOR NICOLELLO: Deputy
3 Presiding Officer Kopel.

4 LEGISLATOR KOPEL: Thank you.
5 Good afternoon Steve. How does this relate to
6 the overall assessment project that this same
7 company is doing? Is there any intersection
8 of the two?

9 MR. CORTE: No. What this is is
10 SCAR comes after the Assessment Review
11 Commission hears all the appeals.

12 LEGISLATOR KOPEL: What I mean is
13 that going forward would this program then not
14 simply be backing up the very same assessment
15 that Michael Haberman Associates might have
16 provided in the first place?

17 MR. CORTE: No. Two separate and
18 distinct processes.

19 LEGISLATOR KOPEL: In other
20 words, what you're saying is that they may
21 come up with one assessment in the overall
22 reassessment project and this might provide a
23 different one?

24 MR. CORTE: The reassessment
25 project is not going to be completed until

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2 January. This starts --

3 LEGISLATOR KOPEL: I get it. I'm
4 asking about going forward.

5 MR. CORTE: Going forward this
6 could be a different process next year.

7 LEGISLATOR KOPEL: Not what I
8 asked.

9 MR. CORTE: We would assume that
10 if all values are where we would like them to
11 be and our systems are up and running we can
12 do this internally.

13 LEGISLATOR KOPEL: But the
14 assessment in very many instances that might
15 be in the process of being litigated might
16 have come from Michael Haberman Associates; is
17 that right?

18 MR. CORTE: It could be going
19 forward. But one would assume that those
20 numbers will be very, very similar to one
21 another. You're taking the data from the same
22 place.

23 LEGISLATOR KOPEL: I'm wondering
24 about the utility in those cases. You're not
25 really backing anything up. What is this

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2 doing differently then the initial assessment
3 would have done?

4 MR. CORTE: It's not doing
5 anything. It's just we don't have the person
6 to run this program for us. We get
7 approximately eight to 10,000 of these a year.

8 LEGISLATOR KOPEL: When we get
9 the assessments now from whether it's Haberman
10 or Smith you're going to get some data with
11 it, right?

12 MR. CORTE: Yes. But we provide
13 the data.

14 LEGISLATOR KOPEL: I'm struggling
15 with this. What is this going to do that's
16 different? What information will we get out
17 of this? How are we going to become smarter
18 and more able to defend a case with this than
19 with the information we would have had
20 anyway?

21 MR. CORTE: I don't know that I
22 really understand your question.

23 LEGISLATOR KOPEL: You don't
24 understand my question?

25 MR. CORTE: I don't know that I

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2 understand exactly where you're going.

3 MR. KOPEL: Is there someone
4 there to help? Right next to you.

5 MR. CORTE: I can answer it if I
6 understand what the question is.

7 LEGISLATOR KOPEL: We have to
8 provide -- we have an assessment that's based
9 upon certain criteria. Using that criteria
10 you come up with a number of data points and
11 that will give you the assessed valuation.
12 That's what you're getting from Haberman and
13 from Smith.

14 MR. CORTE: We will get that,
15 yes.

16 LEGISLATOR KOPEL: Values and you
17 will get the backup data as well?

18 MR. CORTE: That's correct.

19 LEGISLATOR KOPEL: Good. So
20 we're there. What I'm asking you is what this
21 system will give you. In other words, this is
22 a fall back, the way you've explained it, in
23 the event that there is an appeal of the
24 assessment. That's what this system is for.
25 This system is to defend and appeal of those

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2 assessed valuations?

3 MR. CORTE: Right.

4 LEGISLATOR KOPEL: So, what is
5 this system going to give you different? What
6 information will it give you that is different
7 than the information you've already got?

8 MR. CORTE: It's not about the
9 information. It's about the format. We have
10 to put this in what we call a CMA program, so
11 it's presented to the court. Because the
12 petitioners will be providing that same
13 format. There has to be a degree of
14 consistency is.

15 LEGISLATOR KOPEL: What is a
16 CMA?

17 MR. CORTE: Comparative market
18 analysis. We're talking about residential
19 properties. Everything in residential is done
20 by a sales comparison approach. Hence the
21 term.

22 LEGISLATOR KOPEL: That is not
23 what you're getting in the initial assessed
24 value?

25 MR. CORTE: You're getting the

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2 values but now you have to put this in a
3 format that is standard.

4 LEGISLATOR KOPEL: But you're not
5 getting that standard format in the initial
6 assessment?

7 MR. CORTE: No. Two completely
8 different things. Don't forget, as we do a
9 reassessment that's done as a regression
10 analysis. We can't do regression in the
11 courts. We have to do it as a CMA.

12 LEGISLATOR KOPEL: Now I'm going
13 to stop you again. Regression analysis.

14 MR. CORTE: A statistical way of
15 valuing property when you do mass. We have
16 360,000 residential properties. You have to
17 do it by mass. I can't do a single valuation
18 of each individual property.

19 LEGISLATOR KOPEL: This product
20 will give it to you individually?

21 MR. CORTE: Yes. For just the
22 ones that are grieved and are beyond the ARC
23 process.

24 LEGISLATOR KOPEL: Now we're
25 getting somewhere. So, this is just a license

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2 fee that's on an ongoing basis?

3 MR. CORTE: Right.

4 LEGISLATOR KOPEL: Thank you.

5 LEGISLATOR NICOLELLO: Minority
6 Leader Abrahams.

7 LEGISLATOR ABRAHAMS: Thank you
8 Presiding Officer.

9 Just to follow-up on Deputy
10 Presiding Officer Kopel's question in regards
11 to the licensing. I understand that Haberman
12 Associates is going to be putting together
13 this CMA, and thank you for your explanation
14 on what the CMA actually is. Once they put
15 together this software do we own the license
16 or do they have ownership to that license?

17 MR. CORTE: They own the
18 license. It would be renewed on an annual
19 basis if necessary.

20 LEGISLATOR ABRAHAMS: So we're
21 tied to it no matter what?

22 MR. CORTE: For this year. In
23 other words, as we move forward --

24 LEGISLATOR ABRAHAMS: Say this
25 contract comes up next year, basically we have

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2 to use Haberman Associates again?

3 MR. CORTE: Yes because at that
4 point we would just be updating the data.
5 Everything else would be in place.

6 LEGISLATOR ABRAHAMS:
7 Interesting.

8 LEGISLATOR NICOLELLO: Any other
9 questions?

10 LEGISLATOR ABRAHAMS: Yes. Just
11 a quick question my colleague pointed out. In
12 the backup we noticed that the nonhosted
13 format is only from March 1 of 2018 -- and I'm
14 not hanging up on the fact that it's late --
15 but it only goes through August 31st of 2018.
16 Why wouldn't it go for a full year?

17 MR. CORTE: I believe it is a
18 full year, yes, but that's the SCAR season.
19 SCAR season starts first week of May usually
20 ends in August.

21 LEGISLATOR ABRAHAMS: It does go
22 for the whole year but just covering the SCAR
23 season?

24 MR. CORTE: We will use it for
25 other things absolutely but it's just that it

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2 covers the SCAR season which is based on the
3 court calendar.

4 LEGISLATOR ABRAHAMS: Just the
5 way it's written in our backup it doesn't look
6 like that's the case.

7 MR. CORTE: It's definitely for
8 the year.

9 LEGISLATOR ABRAHAMS: Definitely
10 for the year?

11 MR. CORTE: Absolutely.

12 LEGISLATOR ABRAHAMS: Just for
13 our purposes, the end date would be from next
14 year?

15 MR. CORTE: Yes.

16 LEGISLATOR ABRAHAMS: So the
17 contract would go through to April of 2019?

18 MR. CORTE: Correct.

19 LEGISLATOR NICOLELLO: Quick
20 question. What is the alternative to not
21 doing this?

22 MR. CORTE: The alternative is
23 that we would not be prepared to defend our
24 values in court and in theory you lose.

25 LEGISLATOR NICOLELLO: So unless

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2 you have a license in place going forward --

3 MR. CORTE: We have to have a
4 program of some kind. Unfortunately, this
5 gentleman had so knowledge of that entire SAS
6 program as it was called and he just abruptly
7 retired and we had a month or two to try to
8 find a substitute. At least these are
9 programs, like this one, these are established
10 programs. So there's only some minor tweaking
11 that has to be done to conform to what we use
12 internally.

13 LEGISLATOR NICOLELLO: The SAS
14 program is that something developed
15 internally?

16 MR. CORTE: That's a standardized
17 program that's out there. It's an
18 off-the-shelf program. You have to modify
19 that. This has been exclusively made for this
20 purpose. So it is a better program for us.

21 LEGISLATOR NICOLELLO: It's not
22 possible to train someone else to use the SAS
23 program that we've been using?

24 MR. CORTE: You could but to be
25 very honest with you, this program is so much

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2 better than what we were doing because we
3 ended up having to -- IT had to have people
4 assigned to help us with this and there were
5 like three or four people doing the work of
6 what's going to happen now, basically one
7 person.

8 LEGISLATOR NICOLELLO: All
9 right. Any other questions? Any public
10 comment?

11 MS. MEREDAY: Meta Mereday,
12 Baldwin resident. I'm concerned as it
13 particularly pertains to assessment as far as
14 the integrity and the safety of the
15 information. So I guess from what I was
16 hearing there was one person who is
17 responsible for the process and they were
18 gone. I believe the words were abruptly
19 retired and there was no one else to do it and
20 there weren't enough people in the Assessment
21 Department. Now we are basically engaging
22 with a consultant. Which, to my
23 understanding, would have kind of sole source
24 responsibility. So we will be in bed with
25 this company for an extensive period of time.

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2 And if something should happen they would
3 basically be holding our tax information,
4 residents, those of us that are still trying
5 to hang on, where we got an increasing number
6 of zombie houses on our streets.

7 I'm trying to understand where is
8 the safety measures, the integrity, the
9 protection to make sure this doesn't happen
10 again. That we have a more widespread review
11 process ahead of time so we don't have to keep
12 coming up with these last minute, very costly
13 measures. Just a little curious. If somebody
14 can give me a little more assurance with
15 regard to that it would be greatly
16 appreciated.

17 Also I found it interesting that
18 there were representatives from the union who
19 were at a previous meeting who were strongly
20 against how the assessment process with this
21 consultant went about and it seemed like there
22 was lively discussion. But then it was
23 tabled. And then two weeks later, always
24 convenient with this body, when there's no one
25 here to be in opposition these things kind of

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2 get passed.

3 Again, trying to be positive and
4 proactive in 2018, but it seems like we're
5 going back down these same roads we have
6 traveled before. And as we all know, the pot
7 holes are getting bigger in Nassau County.
8 So, let's try to clean this stuff up ahead of
9 time and do a better job. Thank you.

10 LEGISLATOR NICOLELLO: Steve, can
11 you respond to that? Is the vendor going to
12 be holding tax information?

13 MR. CORTE: No. All the vendor
14 is doing is providing us with the program. We
15 will handle all of that. And I would also say
16 to you that the vendor has already signed
17 confidentiality agreements because of the
18 other work they're doing in the reassessment
19 project. It's a good point but it's already
20 been dealt with through the county attorney's
21 office and those agreements.

22 LEGISLATOR NICOLELLO: Do we have
23 any other public comment? Thank you Steve.
24 Hearing none, I'm going to call the item. All
25 in favor signify by saying aye. Those

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2 opposed? Carries unanimously.

3 A-31 of 2018 is a resolution
4 authorizing the director of Nassau County
5 Office of Purchasing to request oversight of a
6 contract between the county and Judge Family
7 Enterprises, Inc.

8 Moved by Legislator
9 DeRiggi-Whitton. Seconded by Minority Leader
10 Abrahams.

11 MR. STEPHANOFF: Lieutenant Greg
12 Stephanoff from the police. A-31 is a blanket
13 order between the county and Judge Family
14 Enterprises. The entire county uses this
15 blanket order. It supplies batteries. We use
16 it for marine, auto and ambulance batteries.
17 The total encumbrance that the county will
18 encumber will exceed \$100,000, which needs
19 your approval to go forward.

20 LEGISLATOR NICOLELLO: Any
21 questions? Any public comment? Thank you
22 Lieutenant. All in favor signify by saying
23 aye. Those opposed? Carries unanimously.

24 A-32 is a resolution authorizing
25 the director of purchasing to award and

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2 execute a contract between the county of
3 Nassau acting on behalf of the Nassau County
4 Correctional Center and H. Schrier and
5 Company, Inc.

6 Moved by Legislator Kopel.

7 Seconded by Legislator Rhoads.

8 MS. HALL: Good afternoon. Narda
9 Hall, correctional center. A-32-18 is blanket
10 to authorize and award for groceries for the
11 Nassau County Correctional Center. The bid
12 was advertised in Newsday and posted to the
13 Nassau County website bid solicitation board
14 where 12 vendors viewed the bill. None of
15 which are minority women or veteran-owned.
16 Minority Affairs was given a copy of the bid.
17 Four out of the 12 vendors submitted a bid.
18 None of whom were located in Nassau County.

19 H. Schrier, located in Brooklyn,
20 New York, submitted bids for 208 items. And
21 it's recommended that H. Schrier be awarded a
22 contract for 90 of those items. When these
23 items are calculated by unit of measure, such
24 as pounds, ounces or grams, H. Schrier is the
25 lowest cost responsible bidder for each of

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2 those 90 items. The remaining items are being
3 awarded to the lowest cost responsible bidders
4 for those items.

5 Historically, H. Schrier has held
6 food requirement contracts with Nassau County
7 with satisfactory performance. The estimated
8 cost for the six-month contract is \$103,146.23
9 from the general fund. The Office of
10 Purchasing recommends awarding of this
11 contract to H. Schrier as the lowest
12 responsible bidder meeting specifications.

13 LEGISLATOR NICOLELLO: Thank you
14 Narda. I see that this is right on time. The
15 term is not to start until May 1st. We
16 appreciate that. Any questions?

17 LEGISLATOR ABRAHAMS: Thank you
18 Presiding Officer. Just a quick question. I
19 heard you mention that this was done through
20 purchasing?

21 MS. HALL: Yes.

22 LEGISLATOR ABRAHAMS: This was
23 done with the lowest responsible bidder or was
24 it done with the lowest bid?

25 MS. HALL: Lowest responsible

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2 bidder.

3 LEGISLATOR ABRAHAMS: Could you
4 give us the amounts of each of the bids?

5 MS. HALL: From the other
6 vendors?

7 LEGISLATOR ABRAHAMS: From the
8 vendors. I guess it was Universal Coffee and
9 Elwood and Lavilla Foods.

10 MS. HALL: I don't have that
11 available right now. I can get that to you.

12 LEGISLATOR ABRAHAMS: Actually it
13 says four vendors submitted bids but I only
14 three in my backup.

15 MR. SCHLERNOFF: Michael
16 Schlernoff, director of purchasing. Is there
17 a specific item you're interested in?

18 LEGISLATOR ABRAHAMS: Mike, I'm
19 trying to get a list of the bidders.

20 MR. SCHLERNOFF: The four bidders
21 were H. Schrier Company, Lavilla foods of
22 New York, Universal Coffee and Elwood. I
23 can't give you by what you would understand to
24 be a title for each line item. I can go
25 through -- for example, the first item on my

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2 summary sheet is 80 cases of something.

3 Schrier bid 3650. Lavilla bid 3785.

4 Universal bid 3673. And Elwood did not bid on
5 that particular item. The summary sheet is in
6 your packet.

7 LEGISLATOR ABRAHAMS: If I'm
8 understanding the process, basically
9 multiple -- these four bidders bidded on
10 particular products to provide services to the
11 county?

12 MR. SCHLERNOFF: Coffee, peanut
13 butter, whatever it happens to be.

14 LEGISLATOR ABRAHAMS: And then
15 basically, if I understand you correctly, some
16 of them bidded more competitively and had the
17 lowest bid, whereas some didn't and vice a
18 versa. We're awarding I guess contracts to
19 all four?

20 MR. SCHLERNOFF: Correct. Only
21 one of which has to be approved by the
22 legislature.

23 LEGISLATOR ABRAHAMS: None of
24 this gets negotiated with the administration
25 or anyone in the administration and these

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2 particular vendors on pricing? The pricing is
3 what they bidded?

4 MR. SCHLERNOFF: Correct.

5 LEGISLATOR ABRAHAMS: That's all
6 I needed. Thank you.

7 MR. SCHLERNOFF: You're welcome.

8 LEGISLATOR NICOLELLO: Thank
9 you. Any other questions? Any public
10 comment?

11 MS. MEREDAY: Where do I even
12 begin with this one? Let's start with the
13 outreach. The Nassau County website and
14 Newsday, do you really think that was a full
15 and diverse outreach process? Was there any
16 Spanish language publications? Any
17 minority-owned publications? Let's start
18 there.

19 Secondly, I don't know when this
20 particular group, considering there are a
21 number of new members, but I don't know when
22 this particular group is going to blow the
23 dust off of the Veteran Owned Business Act,
24 which is supposed to not only generate a
25 platform to bring together veteran-owned

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2 businesses but it's also supposed to provide
3 upfront opportunities for them to be aware of
4 upcoming contracts and opportunities so that
5 we can we raise the capacity of veteran-owned
6 business. But if we don't even start the work
7 to identify who they are in Nassau County and
8 we are just quickly designating our tax
9 dollars to businesses that don't even reside
10 here and possibly don't even hire in this
11 county, are we not doing a disservice to the
12 residents?

13 There was time and effort that went
14 in to put in that act and I really don't think
15 it would be disingenuous for this particular
16 body, which represents a county that has the
17 second largest veteran population in the state
18 of New York, to do a better job as opposed to
19 once again blowing smoke and having statements
20 made that there is no veteran, minority, women
21 inclusion. I am not, and none of you, should
22 accept the fact that someone just says to you,
23 and they're giving out \$100,000, that we
24 handed the paperwork to Minority Affairs.
25 What does that mean? What is that entity even

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2 funded to do? Are they up to their capacity
3 to do the work they need to do?

4 We just heard earlier that the
5 Assessment Department didn't have all the
6 bodies and resources that it needs. I'd
7 hazard to guess that Minority Affairs does
8 not. This is the second time I have been
9 before this body and I have heard that
10 statement. Well, we handed the application to
11 Minority Affairs. What does that mean? What
12 happened when it got there? What resources
13 are in place for that body to do what it needs
14 to do to give opportunities from a supplier
15 standpoint to the diverse and clearly
16 underserved businesses in this county so that
17 we can hire more of the underserved residents
18 in this county? So that our young people are
19 not leaving here in droves and our older
20 people, particularly our veterans, are not
21 living in fear in their homes because they're
22 facing foreclosure. I don't know what it's
23 going to take and when the message is going to
24 get clear. Thank you.

25 LEGISLATOR NICOLELLO: Thank

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2 you. Any other public comment? All in favor
3 signify by saying aye. Those opposed? The
4 item carries unanimously.

5 Move on to the E contracts. These
6 are contracts which authorize the county
7 executive to award and execute contracts with
8 various county departments and agencies.

9 E-34 of 2018 is a resolution
10 authorizing the county executive to execute an
11 amendment to a personal services agreement
12 between the county acting on behalf of the
13 Department of Social Services and Berkshire
14 Farm Center and Services for Youth.

15 Moved by Legislator Schaefer.
16 Seconded by Legislator DeRiggi-Whitton.

17 Mr. Broderick.

18 MR. BRODERICK: Paul Broderick,
19 deputy commissioner of Department of Social
20 Services.

21 The item before you is a contract
22 between Berkshire Farms and Department of
23 Social Services in the amount of \$571,150.
24 The scope of services in the contract is to
25 provide preventive services to I guess prevent

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2 children from going into foster care. Do you
3 have any questions?

4 LEGISLATOR NICOLELLO: Any
5 questions? Hearing none, thank you.
6 Questions on this item, E-34.

7 LEGISLATOR ABRAHAMS: How are you
8 Mr. Broderick? I know you met with our staff
9 regarding some of the concerns we had had in
10 the past with this particular vendor. Some of
11 the issues circulating around the critical
12 incident reporting status that they had been
13 placed on by New York State's Office of
14 Children and Family Services. It sounds like
15 based off of those discussions that you had
16 could you just shed some light on some of the
17 concerns that that Office of Children and
18 Family Services had with Berkshire?

19 MR. BRODERICK: I believe it was
20 in their -- Berkshire has a number of
21 different service divisions. The contract or
22 the scope of services on the topic today is
23 preventive services. I believe the concern
24 was on residential treatment centers. It is
25 kind of alarming if they have someone

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2 residing, a juvenile residing in one of their
3 facilities, they're not being detained. What
4 happens is, to pull a child out of the home
5 environment it might be a better environment
6 where the court might have directed it. The
7 child is in this environment. If the child
8 turns around and says I'm just walking out,
9 they're allowed to walk out.

10 The scope of services per OCSF
11 rules and regulations doesn't allow any kind
12 of provider of these services to detain kids.

13 Similarly, if they were in DSS
14 custody with a case worker or something the
15 child decides they want to bolt we can't stop
16 them. We don't have police enforcement
17 actions behind us. So that was one of the
18 questions.

19 LEGISLATOR ABRAHAMS: Considering
20 what we know and obviously what has come up
21 with the Office of Children and Family
22 Services does DSS have any concerns with the
23 contractor's ability to provide care to the
24 youth of the county?

25 MR. BRODERICK: No. What was

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2 cited was I guess reporting inconsistencies on
3 the residential treatment side and that's not
4 what is at hand today. What is at hand is
5 preventive services. They provide services
6 for our kids. Totally separate divisions. I
7 believe in April of last year OCFS
8 acknowledged the corrective action plan that
9 Berkshire had put in to place and they were
10 satisfied with their forwarded looking plans.

11 LEGISLATOR ABRAHAMS: This is a
12 contract for \$571,000 not to exceed a maximum
13 of \$3 million?

14 MR. BRODERICK: That is correct.

15 LEGISLATOR ABRAHAMS: The county
16 is satisfied with receiving from this vendor,
17 which is providing home-based preventive
18 services instead of county workers, we are
19 satisfied with the level of work product we're
20 going to receive?

21 MR. BRODERICK: Yes, we are.

22 LEGISLATOR ABRAHAMS: Nothing
23 further.

24 LEGISLATOR NICOLELLO: Any other
25 questions? Any public comment? All in favor

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2 signify by saying aye. Those opposed?

3 Carries unanimously. Thank you again.

4 E-37 is a resolution authorizing
5 the county executive to execute an amendment
6 to a personal services agreement between the
7 county acting on behalf of the district
8 attorney's office and Precise Court Reporting
9 Services, Inc.

10 Moved by Minority Leader Abrahams
11 and seconded by Legislator Schaefer.

12 MS. CORDOVA: Vicki Cordova,
13 accountant in the District Attorney's Office.
14 The District Attorney's Office is requesting a
15 \$30,000 amendment to their Precise Court
16 Reporting contract for grand jury minutes for
17 the year 2017 to pay for the additional bills
18 incurred in that year.

19 LEGISLATOR NICOLELLO: So this is
20 coming to us in April of '18.

21 MS. CORDOVA: Yes and I will
22 explain. We submitted this originally early
23 December in the electronic contracting
24 system. No action was taken. In January, due
25 to the transition, for the February committee

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2 meeting it was on the leg calendar but
3 apparently the staff summary for the amendment
4 that we're here for today and the new contract
5 that was actually approved last month was
6 combined into one packet and it could not get
7 pulled and separated in time to appear on that
8 meeting. We have no idea why it did not get
9 placed on the March meeting, and here we are
10 today at the April meeting.

11 LEGISLATOR NICOLELLO: Thank you
12 for that explanation. Any questions? Any
13 public comment? All in favor signify by
14 saying aye. Those opposed? Carries
15 unanimously.

16 E-39 of 2018 is a resolution
17 authorizing the county executive to execute an
18 amendment to a personal services agreement
19 between the county and Elite Construction of
20 New York and KSE Engineers, P.C., a joint
21 venture.

22 Moved by Legislator Kopel.

23 Seconded by Legislator Bynoe.

24 MR. ARNOLD: Ken Arnold, Public
25 Works. E-39 is an on-call building

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2 construction management contract for the
3 department. It's one of ten contracts we will
4 have for this purpose. Elite was selected as
5 one of the top ten firms. Elite is a
6 veteran-owned small business and also a
7 certified BBE, MBE.

8 LEGISLATOR NICOLELLO: Any
9 questions? Any public comment? Thank you
10 Ken.

11 MS. MEREDAY: I'm encouraged but
12 not over the top as yet. Again, we spend lots
13 of money in this county. Again, I was told
14 last year and the year before with the Veteran
15 Owned Business Act that it was a start. So,
16 we really need to start getting it out of the
17 gate at this point. We still need to start
18 building the opportunities ahead of time. I
19 hope you don't think the one shot is going to
20 satisfy me when, as I say, I'm still dealing
21 with veterans who are leaving their homes or
22 living in their homes in fear and I've got
23 student veterans who are graduating from our
24 colleges and universities and can't afford to
25 live here. I will give you this as a small

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2 token of appreciation but we've got a lot more
3 work to do. Thank you.

4 LEGISLATOR NICOLELLO: Thank
5 you. Any other public comment? Hearing none,
6 all in favor signify by saying aye. Those
7 opposed? Carries unanimously.

8 Stay where you are.

9 That concludes our contracts. I
10 see there is a large community here and I have
11 a number of slips. I believe they are here
12 with respect with a proposed local law on the
13 Rules calendar only. So I'm going to call
14 that now. It's item 113 of 2018. A local law
15 to add Title 84 to the miscellaneous laws of
16 Nassau County to require American sign
17 language interpreters at all Nassau County
18 government press conferences held during
19 emergency situations.

20 Moved by Legislator Bynoe.

21 Seconded by Legislator Rhoads. The local law
22 is before the committee.

23 LEGISLATOR ABRAHAMS: If I could
24 speak of the law. Obviously this was a local
25 law sponsored by one of our colleagues,

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2 Legislator Josh Lafazan. As we all know, as
3 emergencies occur in the county making sure we
4 have the right processes in place so that we
5 can communicate with all our residents is
6 extremely important.

7 I feel the need for this
8 legislation so that we can communicate with
9 our population that unfortunately has to
10 resort to having sign language making sure we
11 have this provision in place I think would be
12 a tremendous asset to the county, and I
13 strongly support it and encourage my
14 colleagues to do so as well. Obviously we'll
15 have an opportunity to talk about this in
16 greater detail in the full legislature, but we
17 do have a constituency of folks that are here
18 today. Which I'm not sure if they would like
19 to speak on the record. Obviously they would
20 be speaking in favor of this legislation
21 moving forward as well.

22 LEGISLATOR NICOLELLO: Before we
23 move to the public comment, I have four slips
24 here, any other legislators want to comment on
25 this? As Minority Leader indicated, it will

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2 be before the full legislature in two weeks
3 and there will be more discussion at that
4 time. Let's get to the public comment. First
5 I'd like to call Glenn Johnson.

6 MS. PELCHUK: Unfortunately Glenn
7 did have to leave, so I'm going to speak on
8 behalf of him. My name is Diana, last name is
9 Pelchuk and I live here in Nassau County. I'm
10 a Hicksville resident. I am deaf. Obviously
11 I'm using sign language.

12 I really have felt a lot of
13 frustration over the course of my life when
14 there is anything televised on the news.
15 There's a lack of interpretation for the deaf
16 community, deaf and hard of hearing community,
17 on Long Island. I'd really like to see an
18 interpreter live on the screen when there's
19 any sort of natural disaster, public
20 shooting. You cannot rely on captions.
21 Sometimes the captions are very -- there's a
22 lag and they fall very far behind of what is
23 actually being said on the screen.

24 So it would really benefit the deaf
25 and hard of hearing community to have sign

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2 language interpreter on screen signing it in
3 their natural first language.

4 Also, people here who are deaf and
5 also disabled they are very low functioning.
6 English is not their first language, so they
7 have to rely on the closed caption is simply
8 not enough long. And again there is a lag and
9 there can be a lot misconstrued. The spelling
10 is wrong. Having a live interpreter on the
11 screen communicating with the community would
12 be great.

13 LEGISLATOR NICOLELLO: Thank you
14 Diana. That explanation actually answered
15 some of the questions that we had.

16 MS. PELCHUK: If you could put
17 yourself in my shoes and suppose if you
18 couldn't hear what was happening on the news,
19 in this world with everything that's going on
20 we really are a minority and very limited and
21 we don't have equal access. There's no
22 captioning. There's no sign language
23 interpreter. Imagine if all of a sudden the
24 sound or audio on your TV wasn't working and
25 you didn't have access to the news that is

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2 going on around you.

3 LEGISLATOR NICOLELLO: Thank you
4 very much. Samantha Sterling.

5 MS. STERLING: If I could get
6 your visual attention for a second. Samantha
7 Sterling. By a quick show of hands, how many
8 of you understood what I just said? None?
9 Okay. So this is how 31,792 deaf and hard of
10 hearing individuals living here in Nassau
11 County feel on a daily basis.

12 My name is Samantha Sterling, and I
13 have been a Nassau County resident for all of
14 my life. I'm an LIU post graduate and
15 currently attend the Silverman School of
16 Social Work at Hunter College. I also serve
17 as a social work intern at Millneck Services
18 Day Rehabilitation Program.

19 As a hearing person, I know that
20 information has always been readily accessible
21 to me. However, this is not the case for
22 thousands of deaf and hard of hearing people
23 living within our communities. They are our
24 friends, coworkers, professors and neighbors.
25 They have introduced me to the beauty of sign

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2 language and deaf culture and for that I will
3 forever be grateful.

4 As a social worker, my professional
5 code of ethics states that social workers
6 strive to insure access to needed information,
7 services and resources. Therefore, it is my
8 absolute duty to stand here today and advocate
9 with and on behalf of the deaf and hard of
10 hearing community who were unable to attend
11 today.

12 I do not believe that accessibility
13 and inclusion should be considered a
14 privilege. A person should not have to rely
15 on close captioning, which is often delayed
16 and inaccurate. Potentially life-threatening
17 information should be made available for all
18 people in real time regardless of their
19 hearing ability. I urge you to please learn
20 about deaf culture and be a part of their
21 community as they struggle to be a part of
22 ours. Because yes, we may be different but
23 they are absolutely no less than us.

24 LEGISLATOR NICOLELLO: Thank you
25 very much Samantha. Anyone have any questions

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2 for Samantha? The next spoken comment is
3 Loretta Murray, Little Neck Services.

4 MS. MURRAY: Good afternoon
5 everyone. One of the most important features
6 of American life is that there's equal access
7 under the law for everyone. And by having
8 access to sign language interpreters in an
9 emergency situation we in Nassau County will
10 finally provide our residents with equal
11 access. I'm not going to belabor the need for
12 this legislation because it should be self
13 evident by now.

14 But the one thing that's most
15 important about the legislation now is that it
16 provides for qualified and certified
17 interpreters to be present at emergency public
18 hearings. In very recent past, in December,
19 there was a serial killer in Florida and the
20 police hired an interpreter. What they
21 thought to be an interpreter. The person was
22 signing gibberish. It had no connection
23 whatsoever to what actually happened.

24 At the same time, when we had
25 Hurricane Irma, unfortunately, even though

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2 people tried to do their best, they picked a
3 gentleman who happened to have a deaf brother
4 and they had him signing during an evacuation
5 procedure for the residents of the county. He
6 was signing something like pizza and wet bears
7 and other things. But he was trying his
8 best.

9 So, this legislation would allow us
10 to have certified and qualified interpreters
11 who are professionals who would be able to get
12 accurate and timely information out to
13 individuals.

14 I'm a little bit different than
15 Diana. I'm deaf too but I'm deaf only about
16 30 years ago did I become deaf. I grew up
17 hearing. I know what it's like to have access
18 to communication all of the time and all of a
19 sudden one day not. I can tell you that I
20 have had experiences at 9-11 where I walked
21 into places and somebody would say to me what
22 are you doing here? There's no trains today.
23 I'm like how did I know? Didn't you hear the
24 announcement? No, I didn't. Those kinds of
25 things happen every day. I'm not bringing

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2 that up to say oh, feel sorry for me. Not at
3 all. It's something that you don't even
4 realize because it's some experience that we
5 go through all the time.

6 I can tell you captions, I can read
7 as well as probably anyone here, but captions
8 are only as good as the captioner.

9 I will close my statement with
10 something that related to a State of the Union
11 address that Bill Clinton gave. And I'm
12 watching that and saying the caption said to
13 me that no American should die as a tick. I'm
14 like of course not. No American should die as
15 a tick. No American should be without
16 diagnostic services. So I had no idea what he
17 was talking about. That just gives you an
18 idea of how that can leave you totally without
19 any appropriate information. So hopefully we
20 will be having this law passed in very short
21 two weeks. Thank you very much.

22 LEGISLATOR NICOLELLO: Thank you
23 Loretta. Is there any other public comment on
24 this law? Hearing none, all in favor signify
25 by saying aye. Those opposed? It carries

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2 unanimously and will be before the full
3 legislature on Monday, April 23rd.

4 I guess we go into recess now and
5 call the first committee after this, which
6 will be Public Safety.

7 (Meeting was recessed at 2:09 p.m.)

8 (Meeting reconvened at 3:57 p.m.)

9 LEGISLATOR NICOLELLO: Call the
10 Rules Committee out of recess. We have a
11 consent calendar which I'm going to call.
12 Just note for the record that the minutes of
13 the previous meetings will be incorporated by
14 reference.

15 This is the consent calendar. I'm
16 not going to read the items, I'm just call the
17 item numbers. 100, 101, 108, 109. Turn to
18 page five. 132, 133, 134, 135. We'll take
19 135 out of the consent calendar. So it's 134,
20 skips to 136, 137. Let's go back again. 132,
21 133, 134. We skip all the way down to 140,
22 141, 142, 143, 144, 145, 160. Are we clear
23 down there all the ones that we have? Those
24 are consent items.

25 Moved by Legislator Rhoads.

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2 Seconded by Legislator Schaefer. Any
3 discussion on these items? Any public
4 comment? All in favor of the consent items
5 signify by saying aye. Those opposed? Those
6 items carry unanimously.

7 Item 102 of 2018 is a resolution to
8 accept a gift offered by a donor to the Nassau
9 County Police Department.

10 Moved by Legislator
11 DeRiggi-Whitton. Seconded by Legislator
12 Schaefer.

13 MR. STEPHANOFF: Good afternoon.
14 Lieutenant Greg Stephanoff from the police.

15 Item 102-18 is to authorize the
16 Nassau County Police Department to take a gift
17 of \$10,000 from the Police Department
18 Foundation. These are going to be used to run
19 the Citizens Police Academy, which take
20 members of the public over to the academy and
21 gives them courses on what we do as a police
22 department. I haven't attended one but I've
23 heard nothing but good things about all the
24 classes between the citizens academy and the
25 youth academy.

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2 LEGISLATOR NICOLELLO: I've heard
3 good things also as well. Do we have any
4 questions on this item? Any public comment?
5 All in favor signify by saying aye. Those
6 opposed? Carries unanimously.

7 Next one is page five, number 135.
8 An ordinance to authorize the county executive
9 to execute an amendment to a contract with
10 Transdev Services for the management,
11 operation and maintenance of a Nassau County
12 bus system.

13 Moved by Legislator Schaefer.
14 Seconded by Deputy Presiding Officer Kopel.

15 MS. PERSAUD: Good afternoon.
16 Sharon Persaud, Nassau County Department of
17 Public Works.

18 LEGISLATOR NICOLELLO: You gave a
19 presentation earlier but I believe Legislator
20 Rhoads has some questions on this item.

21 LEGISLATOR RHOADS: Thank you Mr.
22 Chairman. Just had a couple of follow-up
23 questions. I was present for the earlier
24 conversation. Just to follow up on some of
25 the inquiries that were made by Legislator

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2 Drucker.

3 With respect to the Transdev
4 budget, it seems as though every year, and
5 this is more of a comment but there is a
6 question, trust me, it seems as though every
7 year Transdev will come back to us saying that
8 they need additional funding in order to be
9 able to stave off cuts. What efforts are made
10 to actually audit or to check into the
11 Transdev budget to make sure that what they're
12 actually asking for is what they actually
13 need? In other words, what assurances do we
14 have that the cuts are actually necessary and
15 that the 4.3 million in additional funding is
16 actually needed?

17 MS. PERSAUD: We do audits every
18 month of the variable bills that are submitted
19 to us, and we also take a look at what their
20 program plans are for service each year and
21 align them with costs. This also has to be
22 done for the New York State Department of
23 Transportation in order for them to give us
24 the funding. So it's always aligned.

25 LEGISLATOR RHOADS: It's the

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2 Department of Public Works that actually
3 conducts the audits?

4 MS. PERSAUD: Yes, we do.

5 LEGISLATOR RHOADS: Does the
6 comptroller's office get involved in that at
7 all?

8 MS. PERSAUD: They have from time
9 to time, yes.

10 LEGISLATOR RHOADS: When you say
11 from time to time what do you mean?

12 MS. PERSAUD: They do targeted
13 audits from time to time but each variable
14 bill that's submitted they go through it with
15 a fine tooth comb.

16 LEGISLATOR RHOADS: This would be
17 the bills that are submitted to us for
18 particular services that are performed by
19 Transdev but not an audit necessarily of the
20 overall money that they're spending as part of
21 their program? In other words, what goes
22 toward bus transportation? How the routes are
23 functioning? What the ridership is in
24 individual routes? What is Able Ride doing
25 and how they're performing in terms of their

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2 ridership? Is anything done in that regard?

3 MS. PERSAUD: Yes. We have
4 performance indicators presented to the Bus
5 Transit Committee on a quarterly basis.

6 LEGISLATOR RHOADS: Where is the
7 shortfall?

8 MS. PERSAUD: The shortfall for?

9 LEGISLATOR RHOADS: In other
10 words, they're coming to us this year -- and
11 look, obviously if they need additional funds
12 we would want to make sure that we provide a
13 stable transportation source. But where is it
14 that they're spending additional money that
15 requires them to have another budget issue
16 this year? In other words, what of their
17 costs have gone up?

18 MS. PERSAUD: We have fueling
19 costs that goes up every year. We have a
20 fleet that's getting older, so we need to do
21 more maintenance.

22 LEGISLATOR RHOADS: Didn't we
23 purchase some new buses last year?

24 MS. PERSAUD: We have a fleet of
25 270 fixed routed buses and almost 105

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2 paratransit vehicles. They're not all new
3 people.

4 LEGISLATOR RHOADS: I know that
5 both this year and last year I made the trip
6 up to Albany as part of the state's budget
7 process to lobby for additional funding for
8 NICE bus. Last year again, not because of my
9 efforts, but last year we were successful in
10 obtaining an additional million and a half
11 dollars in matching funds from the state to
12 try and close part of the gap that NICE bus,
13 that Transdev had in operating NICE bus.

14 Were there any efforts made by the
15 administration to reach out to Albany to see
16 if there were any additional funds available
17 to help us close the \$4.3 million gap?

18 MS. PERSAUD: Yes. It is my
19 understanding that we have people going up to
20 Albany all the time. As it is, we have been
21 successful in getting additional funding from
22 New York State.

23 LEGISLATOR RHOADS: This year?

24 MS. PERSAUD: Yes.

25 LEGISLATOR RHOADS: What did we

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2 receive from New York State?

3 MS. PERSAUD: I believe we got a
4 two percent increase over last year's funding.

5 LEGISLATOR RHOADS: What would
6 that equate to in terms of dollars, if you
7 know?

8 MS. PERSAUD: Probably another
9 \$2.5 million. Could be a little less.

10 LEGISLATOR RHOADS: So their
11 shortfall then would have been somewhere
12 around 6.8 million year over year?

13 MS. PERSAUD: Probably \$7 million
14 for 2018.

15 LEGISLATOR RHOADS: That's simply
16 from maintenance costs and fuel costs?

17 MS. PERSAUD: Yes. We have an
18 aging facility. We have more maintenance than
19 we had before.

20 LEGISLATOR RHOADS: We're funding
21 at a total of 7.1 this year if this is
22 approved?

23 MS. PERSAUD: Yes.

24 LEGISLATOR RHOADS: But this is
25 an issue we are going to have every single

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2 year?

3 MS. PERSAUD: Yes. It's also
4 indicated for in the original contract that we
5 would have increases each year. Every
6 transportation entity goes through that
7 particular situation.

8 LEGISLATOR RHOADS: What's the
9 progress with respect to the administration's
10 efforts in attempting to obtain a stable
11 source of funding from Albany, either
12 additional transportation dollars? I know
13 there was some discussion about a surcharge
14 being placed on Uber and Lyft rides which was
15 being advocated by some organizations. Is
16 there any progress on that? What hope is
17 there for us to be able to actually get that
18 stable source of funding so we don't have
19 continuous pressure on the county's budget to
20 be able to make up for what seems to be an
21 annual shortfall for whatever reason?

22 MS. PERSAUD: I know there have
23 been discussion on that. I'm not in a
24 position to say where we are right now.

25 LEGISLATOR RHOADS: Would you be

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2 able to get us that information before the
3 23rd?

4 MS. PERSAUD: I'll try.

5 LEGISLATOR NICOLELLO: Any other
6 questions? Any public comment? Mr. Budnick.

7 MR. BUDNICK: I have just a quick
8 comment. John Budnick, 133 Von Huenfeld,
9 Massapequa Park. I know that there is no
10 public transportation available even during
11 the, quote unquote, summer to North Hempstead
12 Town Beach Park. I would really like to have
13 someone determine whether that might be a
14 utilitarian approach to bring people,
15 particular in the North Shore, particularly
16 North Hempstead, to be able to use North
17 Hempstead Town Beach. Thank you.

18 LEGISLATOR NICOLELLO: Thank you
19 Mr. Budnick. Any other comment? All in favor
20 signify by saying aye. Those opposed?
21 Carries unanimously.

22 Item 138 is a resolution to accept
23 a gift offered by East End Volleyball to the
24 Department of Parks, Recreation and Museums.

25 Moved by Legislator Bynoe.

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2 Seconded by Legislator DeRiggi-Whitton.

3 MR. NUGENT: Brian Nugent,
4 Department of Parks, Recreation and Museums.
5 This is a resolution asking this legislature
6 to accept a gift from East End Volleyball to
7 restore our volleyball courts at Nickerson
8 Beach. This will be some netting, some
9 poles. The poles that we had in there were
10 inferior. They were square, which was a
11 safety hazard. Then East End Volleyball will
12 rent, at full ordinance rate, the courts.

13 LEGISLATOR NICOLELLO: Any
14 questions or discussion? Thank you Brian.
15 Any public comment? Mr. Budnick.

16 MR. BUDNICK: Having worked at
17 Nassau Beach, although many years ago, it is
18 hoped that any replacement equipment there
19 will be of such a nature as to resist salt
20 water deterioration. It's very important down
21 there. Perhaps the poles need to be of carbon
22 fiber. I don't know exactly. But something
23 like that should be considered. Thank you.

24 LEGISLATOR NICOLELLO: Thank you
25 Mr. Budnick. Any other public comment? All

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2 in favor signify by saying aye. Those
3 opposed? Carries unanimously.

4 Item 139 is an ordinance making
5 certain determinations pursuant to SEQRA and
6 authorizing the county executive to accept on
7 behalf of the county of Nassau, and to execute
8 a license agreement between the county of
9 Nassau and the incorporated Village of
10 Hempstead in connection with the use of
11 parking spaces at various locations.

12 Moved by Deputy Presiding Officer
13 Kopel. Seconded by Legislator Rhoads.

14 MR. WALSH: Kevin Walsh from the
15 Office Real Estate Services.

16 This is a renewal for the county
17 parking license for parking for employees in
18 the village of Hempstead. It is going to be a
19 renewal for a five-year period. It's for the
20 same number of spaces that we've had in past
21 licenses, 655 spaces at the same rental rate
22 of \$3 per space. It's approximately 510,900
23 per year. There's some flexibility in this.
24 We've added 34 random spaces so certain needs
25 of certain employees vary between the various

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2 parking lots.

3 LEGISLATOR NICOLELLO: This is
4 strictly for employees of the county as
5 opposed to visitors to courthouse?

6 MR. WALSH: Correct. It's
7 actually employees of the county and court
8 personnel. We do provide parking for court.

9 LEGISLATOR NICOLELLO: I'm told
10 that one of the parking garages that the top
11 two floors are sectioned off. Does that
12 affect the spaces that we have or no?

13 MR. WALSH: I think you're
14 talking about parking lot one is one of our
15 main parking facilities because we park TPVA
16 employees there and the employees of 40 Main,
17 for example housing. They've been doing some
18 construction or structural work in that
19 garage. So a portion of it has been sectioned
20 off while they're doing work. But there is
21 more than adequate space. I have been in the
22 lot many times myself recently and we do have
23 adequate parking in that lot.

24 LEGISLATOR NICOLELLO: These
25 spaces are reserved for county employees?

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2 MR. WALSH: Yes. The first level
3 of that garage is used mostly by the public
4 who comes to transact business at TPVA. When
5 you drive into the lot the second level is
6 mostly reserved for employees. And similar to
7 a lot of the parking fields many spaces are
8 reserved for court personnel and ADAs et
9 cetera.

10 LEGISLATOR NICOLELLO: Any other
11 questions for Mr. Walsh? Hearing none, any
12 public comment? All in favor signify by
13 saying aye. Those opposed? Item carries
14 unanimously.

15 I'm going to call the next two
16 appointments 147 and 148. 147 is a resolution
17 to confirm the county executive's appointment
18 of Steven J. Morelli as commissioner of the
19 Office of Emergency Management.

20 148 confirms the appointment of
21 Carolyn McCummings to the position of
22 commissioner of the Department of Human
23 Services.

24 Moved by Legislator Bynoe.
25 Seconded by Legislator Schaefer.

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2 As per our custom, these are really
3 just teeing up for the full legislature when
4 the nominees are present and we can have
5 questions at that time.

6 Any discussion? Any public
7 comment? All in favor signify by saying aye.
8 Those opposed? Carries unanimously.

9 I'm going to recuse myself for
10 149.

11 LEGISLATOR KOPEL: 149 -- first
12 of all, let the record reflect that the
13 presiding officer has recused himself. He has
14 left the room. He will not take part in the
15 discussion or in the vote.

16 This item is a resolution to
17 confirm the county executive's appointment of
18 Kenneth L. Gartner to the Nassau County Board
19 of Ethics.

20 That is moved by Legislator Bynoe
21 and seconded by Legislator Schaefer. Go ahead
22 please.

23 MS. ROTHSCHILD: We will make
24 sure the appointee is available at the full
25 leg for any questions.

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2 LEGISLATOR KOPEL: We will tee
3 this up for the full leg. Any public
4 comment? All those in favor? Any opposed?
5 The item passes unanimously. For those who
6 are in the room anyway. The presiding officer
7 is back.

8 LEGISLATOR NICOLELLO: 162 of
9 2018 is a resolution to confirm the county
10 executive's appointment of Michael Pernick to
11 the Nassau County Board of Ethics.

12 Moved by Legislator
13 DeRiggi-Whitton. Seconded by Legislator
14 Rhoads. That appointment is before the
15 committee. Any discussion? We will be teeing
16 these up for the full legislation. Any public
17 comment? All in favor signify by saying aye.
18 Those opposed? Carries unanimously.

19 We have a motion to suspend the
20 rules by Legislature Schaefer. Seconded by
21 Legislator Rhoads. All in favor of suspending
22 the rules signify by saying aye. Those
23 opposed? Carries unanimously.

24 We have three appointees on the
25 addendum to the Planning Commission. These

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2 are 15, 25 and 26. Resolutions to confirm the
3 county executive's appointment of Martin
4 Glennon, Jerome Blue and Lisa Warren to the
5 Nassau County Planning Commission.

6 Moved by Legislator

7 DeRiggi-Whitton. Seconded by Legislator
8 Bynoe. Any discussion among the legislators?
9 Any public comment? All in favor signify by
10 saying aye. Those opposed? Carries
11 unanimously. I'm going to put this committee
12 into recess at this time. All done. Thank
13 you.

14 (Meeting was recessed at 4:16 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 14th day of
April 2018

FRANK GRAY